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BEFORE THE ARIZONA CORPORATION COMMISSION

CARL J. KUNASEK
CHAIRMAN

JIM IRVIN
COMMISSIONER
WILLIAM A. MUNDELL
COMMISSIONER

JUN 15 10 17

ARIZONA CORPORATION COMMISSION
RECORDS CONTROL

DOCKET NO.

T-03978A-01-0033

IN THE MATTER OF THE APPLICATION)
OF SCINDO NETWORKS INC. FOR A)
CERTIFICATE OF CONVENIENCE AND)
NECESSITY TO PROVIDE COMPETITIVE)
TELECOMMUNICATIONS SERVICES)

Docket No. _____

Scindo Networks Inc. ("Applicant"), by its attorney and pursuant to R14-2-1105 of the Arizona Administrative Code, hereby submits this Application to the Arizona Corporation Commission (the "Commission") for a Certificate of Convenience and Necessity in the State of Arizona.

In addition, Scindo requests a determination, pursuant to the requirements of R14-2-1108, that the service to be provided is competitive.

In support of its Application for a Certificate of Convenience and Necessity through the State of Arizona, Applicant provides the following information:

R14-2-1104(A)1 and R14-2-1105(A)1. A description of the telecommunications company, its services, and its technical capability to provide the proposed services and a description of its facilities.

Applicant is a newly-formed company planning to become a facilities-based Integrated Communications Provider ("ICP") that will be a leading provider of very high-speed data services and packet voice services to small and medium-sized businesses. It will employ resale and UNE strategies for ease of market entry but expects ultimately to utilize its own facilities-

based network to provide a broad array of data and voice services which will lead to significant cost savings and allow extremely competitive pricing.

Applicant has designed network infrastructures that will utilize high capacity "next generation" telecommunications technologies that will achieve network densities, economies of scale and improved product performance. This strategy will enable the Company to develop a geographical base for potential business, and thereafter to expand into additional markets. The Company is building and will operate a facilities-based telecommunications architecture that provides "carrier grade" voice and data services using passive optical networking ("PON") over fiber-optic connections in order to provide the lowest cost, highest quality services for the Company's customers.

Applicant will build very high-speed data connections to business customers at an economical cost. These connections will then be used to transport voice, Internet and other data traffic over the connections back to Applicant's network. PON technologies will allow the Company to provide Internet, other data services and voice communications services, marketed under a "one bill" concept, at substantial discounts.

This provision of local telecommunications services will advance the policy of the State of Arizona to promote a competitive telecommunications marketplace while protecting and maintaining the wide availability of high-quality telecommunications services. Next, a grant of local telecommunications authority to Applicant will enhance free market competition within the telecommunications industry by providing Arizona businesses with increased customer choices and decreased customer rates. Last, Applicant's entry into Arizona's local exchange market will hasten technological developments in the telecommunications industry and pass those developments on to consumers.

R14-2-1104(A)2 Proper name and correct intrastate address of the telecommunications company and a full list of the officers and directors of the corporation.

The proper name and headquarters of the telecommunications company is as follows:

Scindo Networks Inc.
8400 E. Crescent Parkway, #600
Greenwood Village, CO 80111

Scindo does not currently have an Arizona intrastate address.

A full list of the officers and directors of the corporation is as follows:

President: Daniel F. Burns, 8400 E. Crescent Pkwy, #600, Greenwood Village, CO 80111

Executive Vice-Pres: Vincent C. DeGarlais, 8400 E. Crescent Pkwy, #600, Greenwood Village, CO 80111

Vice-Pres: Thomas M. Dethlefs, 8400 E. Crescent Pkwy, #600, Greenwood Village, CO 80111

Vice-Pres/Asst. Secretary: Brian A. Price, 8400 E. Crescent Pkwy, #600, Greenwood Village, CO 80111

Vice-Pres/Asst. Secretary: George T. Gavrilis, 8400 E. Crescent Pkwy, #600, Greenwood Village, CO 80111

Director: Alan W. Baldwin, 100 West Road, Suite 410, Towson, MD 21204

Director: Salvatore T. DiMascio, 22951 Aegean Sea Dr., Monarch Beach, CA 92629

R14-2-1104(A)3 A tariff for each service to be provided that states the maximum rate as well as the initial price to be charged, and that also states other terms and conditions that will apply to provision of the service.

Please see Attachment A.

R14-2-1104(A)4 A detailed description of the geographic market to be served and maps depicting the area.

Applicant seeks certification to provide local exchange telecommunications services for the metropolitan areas of Phoenix and Tucson. Scindo will offer services in the Phoenix and Tucson metropolitan areas served by Qwest. Please see Attachment B.

R14-2-1104(A)5 Appropriate city, county and/or state agency approvals, where appropriate.

Not applicable.

R14-2-1105(A)2 Information describing the financial resources of the telecommunications company, including:

- a. A current intrastate balance sheet,**
- b. A current income statement (if applicable),**
- c. A pro forma income statement, and**
- d. Comparable financial information evidencing sufficient financial resources.**

Because Scindo is a newly-formed company, it submits its balance sheet as of November 30, 2000, attached as Attachment C.

R14-2-1105(A)3 A copy of the Articles of Incorporation that evidences the formation of the telecommunications company.

Please see Attachment D.

CONCLUSION

WHEREFORE, Scindo Networks Inc. prays that the Arizona Corporation Commission grant it a Certificate of Convenience and Necessity to Provide Competitive Telecommunications Services within the State of Arizona and a determination, pursuant to the requirements of R14-2-1108, that the service to be provided is competitive.

Respectfully submitted this 3rd day of January, 2001.

Scindo Networks Inc.

By: Vincent C. DeGarlais
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Fax: 720-528-4183

CERTIFICATE OF SERVICE

I hereby certify that an original and ten copies of the above and foregoing document were mailed via first-class mail, postage prepaid, on 1/4/01 to the following:

Arizona Corporation Commission
Utilities Division
1200 W. Washington
Phoenix, AZ 85007-2929

Joyce A. Van Vett

TITLE SHEET**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF ARIZONA**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by Scindo Networks, Inc. ("Scindo" or the "Company") to customers within the State of Arizona. The Company's principal office is at 8400 E. Crescent Parkway, Suite 600, Greenwood Village, Colorado 80111. This schedule of rates and charges applies for the services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

ATTACHMENT A

Advice Letter No.**Issue Date:****Decision No.****Effective Date:**

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

<u>Sheet</u>	<u>Revision</u>
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SYMBOLS SHEET

The following symbols are only used to indicate changes or revisions to the tariff as follows:

D	Delete or Discontinue
I	Change Resulting in an Increase to a Customer's Bill
M	Moved from Another Tariff Location
N	New
R	Change Resulting in a Reduction to a Customer's Bill
T	Change in Text or Regulation but no Change in Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Arizona Corporation Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Arizona Corporation Commission follows in the tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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TARIFF FORMAT (CONTINUED)

- C. Paragraph Number Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1)

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TARIFF FORMAT (CONTINUED)

- D. Check Sheets: When a tariff filing is made with the Arizona Corporation Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff used should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Arizona Corporation Commission.

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EXCHANGE SERVICE LIST

Please see Section 4.

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SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS**1.0 TECHNICAL TERMS AND ABBREVIATIONS -CERTAIN TERMS USED
GENERALLY THROUGHOUT THIS TARIFF ARE DEFINED BELOW.**

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

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**SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS
(CONTINUED)**

Call Forwarding: Allows calls directed to a line to be routed to another line.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy line to be routed to a preselected line.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected line when the called line is not answered after a preset number of rings.

Call Forwarding Variable Unlimited: Allows incoming calls to be automatically routed to another telephone number.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Transfer: Allows a user to transfer an established call to another line.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switch-hook flash.

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**SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS
(CONTINUED)**

Communications Services: The Company's local exchange switched telephone services.

Company: Scindo Networks, Inc., the issuer of this tariff.

Company Calling Card: A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the network and to have the charges for such calls billed to the Customer's account.

Credit Card: A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholders.

Customer or Subscriber: Any person, firm, corporation, municipality, or other political subdivision of the State that orders or requests service, or takes other such affirmative action as to establish a relationship with, and receive service from the Company, and/or is responsible for the payment of charges and compliance with the Company's regulations.

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**SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS
(CONTINUED)**

Dedicated: A facility or equipment system set aside for the sole use of a specific customer.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Demarcation Point: The point at which the Company's facilities end and the customer's facilities begin. A demarcation point may be located at the minimum point of entry, pedestal, or at the customer's premises. The Company bears no responsibility for facilities, signals or quality of service at any point on the customer's side of the demarcation point.

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**SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS
(CONTINUED)**

Dial Pulse (DP): The pulse type employed by rotary dial station sets.

DID Trunk: A form of local switched access that provided the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Digital Subscriber Line (or DSL): An alternative high-band width solution for business usage. DSL service provides the customer with the capability of two-way transmissions of up to 1.544 Mbps digital signals of simultaneous voice and data transmissions on a point to point basis over unloaded, distance limited copper wire.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (DOD): A service attribute that allows individual station users to access and dial outside numbers directly.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service that provides for simultaneous transmission in both directions.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS
(CONTINUED)**

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end-office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LA T A.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

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**SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS
(CONTINUED)**

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Inside Wire: Wiring, riser-cable or house cable located within a multi-dwelling unit and/or within the customer's premises.

IXC or Inter-exchange Carrier: A long distance telecommunications services provider.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No.82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No.4, or by other appropriate means.

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Monthly Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or (MF): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

Non-Recurring Charge: The initial charge, usually assessed on a one-time basis, to initiate and establish service.

On-Switch: An on-switch Customer refers to a Customer that connected to a Company owned switch for the provision of the Company's local dial tone service. An on-switch Customer may be connected to a Company switch through either a direct connection using Company-owned fiber facilities, or through leased facilities.

Other Telephone Company: An Exchange Telephone Company other than the Company or issuer of this tariff.

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Public Safety Agency: The State or any city, county, municipal corporation, public district, public authority, or functional division located in whole or in part within the State which provides or has the authority to provide fire fighting, law enforcement, ambulances, medical, or emergency services. Referred to the customer as Universal Emergency Telephone Number Service.

Public Safety Answering Point (PSAP): A location operated and maintained by a Public Safety Agency at which requests for fire fighting, law enforcement, ambulance, medical, or other emergency services are answered.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance date. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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Service Order: A written request for Communications Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange access line.

Shared Outbound Calls: Refers to call in Feature Group D exchanges whereby the Customer's local telephone lines are pre subscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10X XX" or "101XXXX" + 1 + 10-digit number."

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The special calling list is customer changeable.

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Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Traditional Operator Services: Traditional Operator Services are those services provided by the carrier in which the end user has a customer relationship with the carrier, contracts with the customer/end user to provide services, and the customer/end user pays for the actual processing of the operator assisted calls.

Two-way: A service attribute that includes outward dial capabilities for outbound calls and the ability to receive inbound calls.

Universal Emergency Telephone Number (911) Service: Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

2.0 Undertaking of the Company

2.1 Scope

2.1.1 Undertaking

2.1.1.A The Company undertakes to furnish communications service according to the terms of this tariff for one-way and/or two-way information transmission between points within its local exchange service territory within the State of Arizona.

2.1.2 Services

2.1.2.A Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

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(CONTINUED)****2.1.3 Shortage of Equipment or Facilities**

- 2.1.3.A The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.1.3.B The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- 2.1.3.C The Company reserves its rights to establish service packages specific to a particular Customer. The contracts may or may not be associated with volume and or term discounts.

2.1.4 Terms and Conditions

- 2.1.4.A Except for services specifically offered on a per-use basis, service is provided for a minimum period of one month, 24-hours per day. For purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2.1.4.B Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

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- 2.1.4.C Except as otherwise stated in this tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.1.4.D In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.1.4.E Service may be terminated upon written notice to the Customer if:
- 2.1.4.E.1 Customer is using the service in violation of this tariff; or
- 2.1.4.E.2 Customer is using the service in violation of the law.
- 2.1.4.F This tariff shall be interpreted and governed by the laws of the State of Arizona without regard for its choice of laws provision.
- 2.1.4.G Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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2.1.4.H To the extent that either the Company or any other Telephone Company controls available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity in connection with the provision of the services offered under this Tariff or the similar service of another telephone company, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At either party's reasonable request, the Company and the other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

2.1.5 Limitations on Liability

2.1.5.A Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.

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- 2.1.5.B Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.1.5.C The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.1.5.D The Company shall not be liable for any claims for loss or damages involving:
- 2.1.5.D.1 Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;

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- 2.1.5.D.2 Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- 2.1.5.D.3 Any unlawful or unauthorized use of the Company's facilities and services;
- 2.1.5.D.4 Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- 2.1.5.D.5 Breach in the privacy or security of communications transmitted over the Company's facilities;

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- 2.1.5.D.6 Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in section 2.1.4, preceding;
- 2.1.5.D.7 Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 2.1.5.D.8 Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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- 2.1.5.D.9 Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 2.1.5.D.10 Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 2.1.5.D.11 Any act or omission in connection with the provision of 911, E911, or similar services;
- 2.1.5.D.12 Any noncompletion of calls due to network busy conditions; or
- 2.1.5.D.13 Any calls not actually attempted to be completed during any period that service is unavailable.
- 2.1.5.E The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, failure to maintain presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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- 2.1.5.F The Company does not guarantee nor make any warranty with respect to installations provided by it for use in or near an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental-contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- 2.1.5.G The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether affiliated with the Company, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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(CONTINUED)****2.1.6 Notification of Service-Affecting Conditions**

2.1.6.A Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.1.6.B The Company will provide the Customer reasonable notification of service- affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, changes in class of service, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. The Company will provide the Customer with thirty (30) days advanced notice of service affecting activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.7 Provision of Equipment and Facilities

2.1.7.A Except as otherwise indicated, the customer shall install, construct, maintain and operate any customer-provided equipment connected to the facilities of the company in compliance with industry and regulatory standards so that the customer provided equipment interoperates with the company's facilities satisfactorily and without causing harm to or interference with any company facilities or services.

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2.1.7 .B The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

2.1.7 .B.1 the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or

2.1.7 .B.2 the reception of signals by Customer-provided equipment; or

2.1.7 .B.3 network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.8 Non-routine Installation

2.1.8.A At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company may apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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(CONTINUED)****2.1.9 Special Construction**

2.1.9.A Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

2.1.9.A.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed, including a requirement for services subject to Section 9.1 and 9.3 of this tariff;

2.1.9.A.2 of a type other than that which the Company would normally utilize in the furnishing of its services;

2.1.9.A.3 over a route other than that which the Company would normally utilize in the furnishing of its services;

2.1.9.A.4 in a quantity greater than that which the Company would normally construct;

2.1.9.A.5 on an expedited basis;

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2.1.9.A.6 on a temporary basis until permanent facilities are available;

2.1.9.A.7 involving abnormal costs; or

2.1.9.A.8 in advance of its normal construction.

2.1.9.B The Customer shall be provided with an estimate of the charges for special construction on the basis of cost for such items as extraordinary construction, maintenance or replacement costs or expenses, overtime work at the customer's request and special installation, equipment, and assemblies.

2.1.10 Ownership of Facilities

2.1.10.A Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors, or suppliers.

2.1.11 Universal Emergency Telephone Number Service

2.1.11.A This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

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- 2.1.11.B 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for responding to an emergency call in progress.
- 2.1.11.C The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.1.11.D After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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(CONTINUED)****2.1.12 Liability for Use of 911**

- 2.1.12.A The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.
- 2.1.12.B The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of anyone of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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2.2 Prohibited Uses

2.2.1 General

2.2.1.A The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 Resale

2.2.2.A The Company may offer its services for resale. To the extent the company authorizes resale of its services it may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws, FCC and state regulations, policies, orders, and decisions.

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(CONTINUED)****2.2.3 Interference**

- 2.2.3.A The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4 Assignment and Transfer

- 2.2.4.A A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the prior written consent of the Company. The Company may permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply. Additionally, Customer may be liable for termination charges if customer terminates any contract prior to expiration of its term.

2.3 Obligations of the Customer**2.3.1 General**

- 2.3.1.A The Customer shall be responsible for:

2.3.1.A.1 the payment of all applicable charges pursuant to this tariff;

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- 2.3.1.A.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company; providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment.
- 2.3.1.A.3 The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company.
- 2.3.1.A.4 The Customer shall be responsible for properly identifying all applicable state and federal regulations for monitoring, removing, and disposing of any hazardous material prior to any construction or installation work; complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer may be responsible; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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(CONTINUED)****2.3.2 Liability of the Customer**

- 2.3.2.A The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.3.2.B To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for:
- 2.3.2.B.1 any loss, destruction or damage to property of any third party;
 - 2.3.2.B.2 the death of or Injury to persons, including, but not limited to, employees or invitees of either party; and
 - 2.3.2.B.3 any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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(CONTINUED)**

2.3.2.C The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.4 Customer Equipment and Channels**2.4.1 General**

2.4.1.A A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, appropriately formatted data and video signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than the specific signals for which the service is designed.

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(CONTINUED)****2.4.2 Station Equipment**

- 2.4.2.A Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection. To the extent that the Company provides terminal equipment and/or wiring or cable, those items are offered separately and the terms and conditions of which they are provided are not subject to this tariff.
- 2.4.2.B The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall not cause damage to the Company-provided equipment and wiring, interfere or damage Company-provided services or the services or equipment of any other telecommunications or information service provider or injure the Company's employees or other persons. The customer agrees to pay for any additional protective equipment the Company determines, at its sole discretion, necessary to protect the integrity and safety of its or any interconnected carrier's (or information service providers) facilities, services or personnel.

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(CONTINUED)****2.4.3 Interconnection of Facilities**

- 2.4.3.A The Customer shall provide, at its sole expense, any equipment necessary to achieve compatibility between customer facilities and the facilities and equipment of the Company used for furnishing Communications Services.
- 2.4.3.B The Company at its sole discretion will determine whether Communications Services may be connected to the services or facilities of other communications carriers.
- 2.4.3.C Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations, and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- 2.4.3.D Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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(CONTINUED)****2.4.4 Inspections**

- 2.4.4.A Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.4.4.B If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2.4.5 Maintenance Visit Charges

- 2.4.5.A Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer and the trouble is found to be caused by the Customer's facilities.
- 2.4.5.B Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.
- 2.4.5.C The time period for which the Maintenance Visit Charges applied will commence when Company personnel are dispatched to the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time, per Customer request.

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(CONTINUED)****2.4.6 Customer Deposits and Advance Payments****2.4.7 Advance Payments**

- 2.4.7.A To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment shall not exceed amount for one month's usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.4.8 Deposits

- 2.4.8.A To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount of an estimated bill equal to:

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- 2.4.8.A.1 two regular billing periods or;
- 2.4.8.A.2 in the case of a customer whose bills are payable in advance, an estimated bill for one regular billing period, plus two months estimated toll.
- 2.4.8.B A deposit may be required in addition to an advance payment.
- 2.4.8.C When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- 2.4.8.D Customers' deposits held by the Company shall accrue interest at a rate of **seven percent (7%)** annually. Such interest shall be paid annually calculated to December 1 of each year for the time such deposit was held by the utility, unless such period be less than one month.

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- 2.4.8.E Customer's deposit interest payment shall be made by credit to the Customer's account on the December billing.
- 2.4.8.F The Company shall not hold the Customer's deposit beyond December following 24 months of deposit retention, once a determination is made that the Customer's account is in good standing. The Customer shall be refunded when such determination is made.
- 2.4.8.G Prior to the mandatory refund date described in section 2.4.9.F, customers may obtain their deposits by either:
- 2.4.8.G.1 application to and approval by the utility or;
 - 2.4.8.G.2 upon final discontinuance of service, the Company's application of the deposit along with accrued interest thereon to any amounts due by customers for utility service. If any balance is due customer, same shall be refunded to customer by the utility.
- 2.4.8.H An additional deposit may be required from a telephone customer when excessive toll occurs and there is a known credit risk, either upon written notice or verbal notification subsequently confirmed in writing. If the deposit requirement is not met, toll restriction may be applied where technically-available. If toll restriction is not available, local service may be denied if the deposit requirement is not met.

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2.5 Payment Arrangements

2.5.1 Payments for Service

2.5.1.A General

2.5.1.A.1 The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

2.5.1.B Taxes

2.5.1.B.1 The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of network services.

2.5.1.B.2 The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

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2.5.2 Billing and Collection of Charges

- 2.5.2.A Non-recurring charges are due and payable within 30 days after the date of the invoice.
- 2.5.2.B The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 15 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- 2.5.2.C When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 2.5.2.D Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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- 2.5.2.E If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall not exceed **one and one-half percent (1.5%)** of the amount of the outstanding amount due to the Company. The Company may, at its option, waive any late payment charge by reason of limitations in its automated billing system or for any other reason.
- 2.5.2.F The Customer will be assessed a charge of **twenty dollars (\$20.00)** or the maximum permitted by law for each check submitted by the Customer to the Company which the financial institution refuses to honor.
- 2.5.2.G If service is disconnected by the Company (in accordance with section 2.6.4 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with section 2.6.4 following) and later restored, restoration of service will be subject to the rates in Section 11.

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2.5.2.H The Company shall provide the Customer an itemized bill of all local service charges for the following situations:

2.5.2.H.1 Initiation of net local exchange service by a Customer;

2.5.2.H.2 Any change in service items on a customer's bill;

2.5.2.H.3 Any change in status of any service item on the Customer's bill; or any time upon request by the Customer at tariffed charge.

2.5.3 Billing Disputes

2.5.3.A All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 30 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

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2.5.3.B Late Payment Charge

2.5.3.B.1 The undisputed portions of the bill must be paid by the payment due date to avoid either assessment of a late payment charge on the undisputed amount under Section 2.5.2(£), preceding, or discontinuance of service for nonpayment.

2.5.3.B.2 In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

2.5.3.B.3 In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

2.5.3.C Adjustments or Refunds to the Customer

2.5.3.C.1 In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

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- 2.5.3.C.2 In the event the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute. Credit for overpayment shall be due for up to 36 months from the date an objection is filed by the Customer.
- 2.5.3.C.3 In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 2.5.3.C.4 All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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2.5.3.D Unresolved Billing Disputes

2.5.3.D.1 In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action:

2.5.3.D.1.(a) First, the customer may request and the Company will provide an in-depth review of the disputed amount.

2.5.3.D.1.(b) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

**Arizona Corporation Commission -- Utilities Division
1200 W. Washington
Phoenix, AZ 85007-2929**

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- 2.5.4.A At any time after the Customer's account has become delinquent, the Company shall give at least five (5) days written notice to the Customer of the Company's intention to discontinue service of the Customer's account, including any subsequently rendered bill for service which has also become delinquent, if not paid in full. After the lapse of the period specified in the written notice, the Company may discontinue or suspend service.
- 2.5.4.B A Customer's bill for telecommunications services may include a past due or delinquent date no earlier than fifteen (15) days after the billing date.
- 2.5.4.C Discontinuance or suspension of service shall be subject to the following specific provisions:
- 2.5.4.C.1 The Customer shall have the right of paying such delinquent account, which shall include any subsequent bill for service which has become delinquent, at any time prior to the actual disconnection of this service;
- 2.5.4.C.2 Payment by the Customer, as set out in section 2.5.4.C.1 above, at a collection office of the Company shall not affect the Company's right during the day such payment is received to disconnect service for nonpayment, if such payment was unknown to the employee disconnecting service.

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- 2.5.4.C.3 The Customer making payment in accordance with section 2.5.B.2 above will not be required to pay a reconnection fee. A reconnection charge will apply where the Company has certain knowledge that payment was made following disconnection.
- 2.5.4.C.4 No service shall be cut off for nonpayment after 3:30 p.m. on any day immediately preceding a day or days when the Company office will be closed.
- 2.5.4.C.5 Where the Customer request that service be restored after discontinuance for nonpayment, the Customer shall be assessed a reconnection fee.
- 2.5.4.D Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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- 2.5.4.E Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.4.F Upon the Customer's insolvency, assignment for the benefit of creditors, filing or bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.5.4.G Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.7 of this tariff. The Customer will also be responsible for payment of any reconnection charges.
- 2.5.4.H Upon the Customer's use of any communications of the provisions of Section 2.2 of this tariff or in any manner which harms, impairs or interferes with the Company provided services or facilities, the Company may immediately discontinue service without incurring any liability. The Customer will be liable for all related costs as set forth in Section 2.7 of this tariff. The customer will also be responsible for payment of any reconnection charges.

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- 2.5.4.I Upon the Company's continuance of service to the Customer under Section 2.6.4(A) or 216.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- 2.5.4.J For any Customer who receives calls originally dialed as an 800 or 888 number, the Customer is responsible for providing adequate access lines to enable the Company to terminate all 800/888 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800/888 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate any portion of the Customer's 800/888 Service, with 30 days written notice, that may be provided by the Company.
- 2.5.4.K The Company, by written notice to the customer, may discontinue service to any Company Calling Card authorization code that the Company may have issued if that code has not been used for a period of 120 days.

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- 2.5.4.L Cancellation of Application for Service. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.5.4.M Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

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2.5.4.N Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.5.4.O The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

2.5.5 Changes in Service Requested

2.5.5.A If the Customer make or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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- 2.5.6.A A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- 2.5.6.B An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.5.6.C If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.5.7 Credit Allowance

- 2.5.7.A No credit allowance will be made for any interruption in service:
- 2.5.7.A.1 Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;

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| 2.5.7.A.2 | Due to the failure of power, equipment, systems, connections or services not provided by the Company; |
| 2.5.7.A.3 | Due to circumstances or causes beyond the control of the Company; |
| 2.5.7.A.4 | During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions; |
| 2.5.7.A.5 | During any period in which the Customer continues to use the service on an impaired basis; |
| 2.5.7.A.6 | During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; |
| 2.5.7.A.7 | That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and |
| 2.5.7.A.8 | That was not reported to the Company within thirty (30) days of the date that service was affected. |

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- 2.5.8.A If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.5.9 Application of Credits for Interruptions in Service

- 2.5.9.A Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2.5.9.B For calculating credit allowances, every month is considered to have thirty (30) days.
- 2.5.9.C A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during anyone 24-hour period shall be considered as one interruption.

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2.5.9.D Interruptions of 24 Hours or Less

2.5.9.D.1 Length of Interruption to be Credited

2.5.9.D.1.(a) Less than 15 minutes -None

2.5.9.D.1.(b) 15 minutes up to but not including 3 hours - 1/10 Day

2.5.9.D.1.(c) 3 hours up to but not including 6 hours -1/5 Day

2.5.9.D.1.(d) 6 hours up to but not including 9 hours - 2/5 Day

2.5.9.D.1.(e) 9 hours up to but not including 12 hours - 3/5 Day

2.5.9.D.1.(f) 12 hours up to but not including 15 hours - 4/5 Day

2.5.9.D.2 Interruptions of 24 Hours or Less (continued)

2.5.9.D.2.(a) 15 hours up to but not including 24 hours - One Day

2.5.9.D.3 Continuous Interruption Over 24 Hours and Less Than 72 Hours

2.5.9.D.3.(a) Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full days' credit will be allowed for any period of 24 hours.

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2.5.9.D.4 Interruptions over 72 Hours

- 2.5.9.D.4.(a) Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

2.5.10 Cancellation for Service Interruption

2.5.10.A General

- 2.5.10.A.1 Cancellation or termination for service interruption for services that the customer does not otherwise have a right to terminate is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12 month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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- 2.6.1.A If a Customer cancels a Service Order or terminates services before the completion of the minimum term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), the Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2. Cancellation policy and termination liabilities must be specified in written contract/service agreement with customer.

2.6.2. Termination Liability

- 2.6.2.A Customer's termination liability for cancellation of service shall be equal to:
- 2.6.2.A.1 all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
 - 2.6.2.A.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
 - 2.6.2.A.3 all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;

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2.6.2.A.4 minus a reasonable allowance for costs avoided by the Company as a direct result of customer's cancellation.

2.7 Customer Liability For Unauthorized Use of the Network I

2.7.1 Unauthorized Use of the Network

2.7.1.A Unauthorized use of the network occurs when:

2.7.1.A.1 a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this tariff; or a person or entity that otherwise has actual, apparent, or implied authority to use the network, makes fraudulent use of the network to obtain the Company's services provided under this tariff, or uses specific services, which are not authorized.

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2.7.1.B The following activities constitute fraudulent use:

2.7.1.B.1 Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;

2.7.1.B.2 Using or attempting to use the Network with the intent to avoid payment, either: in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;

2.7.1.B.3 800/888 caller using the network with the intent of gaining access to a Customer's outbound calling capabilities on an authorized basis; and

2.7.1.B.4 Using fraudulent means or devices, tricks or schemes, false or invalid numbers, false credit devices, or electronic devices to defraud or mislead callers.

2.7.1.C Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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**SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA
(CONTINUED)****2.7.2 Liability for Unauthorized Use**

- 2.7.2.A Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- 2.7.2.B The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- 2.7.2.C The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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2.7.3 Liability for Calling Card Fraud

- 2.7.3.A The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of any Company Calling Card that the Company may have issued, provided that the unauthorized use occurs before the Company has been notified.

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2.7.3.B The Customer must give the Company notice that unauthorized use of any Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. The Company may, but is not required to, advise the customer of abnormal calling patterns or other possible unauthorized use of any Company Calling Cards assigned to the customer. In addition, the Company may, but is not required to block calls on Company Calling Card authorization codes which the Company believes to be unauthorized or fraudulent.

2.7.4 Liability for Credit Card Fraud

2.7.4.A The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card, provided:

2.7.4.A.1 the Credit Card is an accepted credit card, and the unauthorized use occurs before the Company has been notified. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholders.

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2.7.4.B The liability of the Customer for unauthorized use of the Network by Credit Card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

2.7.4.C The Customer must give the Company written notice that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or for other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons.

2.8 Use of Customer's Service by Others**2.8.1 Resale and Sharing**

2.8.1.A Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Arizona Corporation Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

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**SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA
(CONTINUED)****2.8.2 Joint Use Arrangements**

- 2.8.2.A Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be jointly and separately responsible for the payment of the charges billed to it.

2.9 Transfers and Assignments**2.9.1 Generally**

- 2.9.1.A Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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(CONTINUED)****2.10 Notices and Communications****2.10.1 Generally**

- 2.10.1.A The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed. The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.1.B All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the fifth business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.1.C The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA
(CONTINUED)****2.11 Operator Services Rules**

2.11.1.A The Company will enforce the operator service rules set out below. A provider of intrastate operator assisted communications services must:

2.11.1.A.1 identify itself at the time the end-user accesses its services;

2.11.1.A.2 upon request, quote all rates and charges for its services to the end-user accessing its system;

2.11.1.A.3 arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:

2.11.1.A.3.(a) the operator service provider's name and address;

2.11.1.A.3.(b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;

2.11.1.A.3.(c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and

2.11.1.A.3.(d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

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2.11.1.A.4 in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and

2.11.1.A.5 in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

2.11.1.B The Company will comply with the following provisions:

2.11.1.B.1 Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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(CONTINUED)**

2.12 Special Service Contracts

- 2.12.1** When a Customer or applicant for services desires service of a character other than standard service, or for which no schedule of rates has been provided, a special service contract may be arranged between the applicant and the Company, subject to approval of the Commission.

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2.13 Reserved for Future Use

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2.14 Reserved for Future Use

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SECTION 3 - BASIC SERVICE DESCRIPTIONS AND RATES

3.0 Introduction

3.1 General

- 3.1.1.A The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

3.2.1 General

- 3.2.1.A Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

3.2.1.A.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.

3.2.1.A.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

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SECTION 3 - BASIC SERVICE DESCRIPTIONS AND RATES (CONTINUED)

3.2.1.A.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.

3.2.1.A.4 Calls originating in one rate period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

3.2.1.A.5 All times refer to local time.

3.3 Rates Based Upon Distance**3.3.1 General**

3.3.1.A Where charges for a service are specified based upon distance, the following rules apply:

3.3.1.B Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in Bellcore's Local Exchange Routing Guide (LERG), associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network the Company will apply the Rate Center of the Customer's main billing telephone number.

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3.3.1.C The airline distance between any two Rate Centers is determined as follows:

3.3.1.C.1 Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

3.3.1.C.2 Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

3.3.1.C.3 Square each difference obtained in step (b) above.

3.3.1.C.4 Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.

3.3.1.C.5 Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

3.3.1.C.6 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.3.1.C.7 FORMULA = $((V_1 - V_2)^2 + (H_1 - H_2)^2 / 10)^{1/2}$

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3.8 Reserved for Future Use.

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SECTION 4 - SERVICE AREAS**4.0 Exchange Access Service Areas****4.1 Geographic Scope****4.1.1 General**

- 4.1.1.A Exchange Access Services are provided in the Greater Denver Local Calling Area consisting of the following communities: Allenspark, Arvada, Aurora, Bailey, Boulder, Brighton, Broomfield, Castle Rock, Central City Coal Creek Canyon, Deckers, Denver, Elbert, Elizabeth, Englewood, Erie, Evergreen, Fort Lupton, Frederick, Georgetown, Golden, Hudson, Idaho Springs, Keenseburg, Kiowa, Lafayette-Louisville, Lakewood, Littleton, Longmont, Lookout Mountain, Lyons, Morrison, Nederland, Parker, Sullivan, and Ward.
- 4.1.1.B Full service versions of the Company's Exchange Services will be provided to Customers, at Customer premises located in these areas pursuant to this or the Qwest Communications, Inc.'s local exchange services tariff, to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises are served by a Qwest wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specifications, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.
- 4.1.1.C Geographic areas in which NPA-NXX full service is available are documented in the following exchange area maps.

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SECTION 4 - SERVICE AREAS (CONTINUED)**4.2 Calling Areas****4.2.1 Geographically-defined ¹**

Geographically-defined Local Calling Areas are associated with each Exchange Access Service provided pursuant to Section 5.1.

4.2.1.A All calls are local within our LA T A.

4.3 Rates**4.3.1 Local Calling Areas**

4.3.1.A Rates and rate plans for Local Calling Area calls placed over Company- provided Exchange Access Services are set forth in Section 5.

¹ The Company intends to offer its customers exchange access service to local calling areas that are at least as large as the local calling areas offered by Qwest in any area where the Company provides service. The precise limits of the Company's local calling areas cannot be determined until final interconnection arrangements have been made with Qwest in the area(s) where the Company offers services.

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SECTION 5 - EXCHANGE ACCESS SERVICE**5.0 EXCHANGE ACCESS SERVICE****5.1 General****5.1.1 Scope**

5.1.1.A Exchange Access Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service provides a customer the ability to connect the Company's switching network, which enables the Customer to:

- 5.1.1.A.1 place or receive calls to any calling Station in the local calling area as defined herein;
- 5.1.1.A.2 access enhanced 911 Emergency Service, where available;
- 5.1.1.A.3 access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate, or international calling;
- 5.1.1.A.4 access Operator Services;

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SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)

5.1.1.A.5 access Directory Services; and

5.1.1.A.6 access Telecommunication Relay Service.

5.1.1.B The Company's service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

5.2 Exchange Access Services

5.2.1 Available Services

5.2.1.A Standard Business Line

5.2.1.B Centrex Business Line

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SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)**5.3 Standard Business Line****5.3.1 Description**

5.3.1.A Standard Business Line Service is available as a flat rate (unlimited local calling). Where the Company utilizes another facilities based carrier to provide Standard Business Line Service, the technical characteristics of the line will be dictated by the underlying carrier and may differ from those listed herein.

5.3.1.A.1 Each Standard Business Service includes the following standard features at no additional charge: Touchtone, One Directory Listing, Pre-subscription, Calling number delivery blocking/per call, Toll Restriction, and 900/976 Blocking.

5.4 Centrex Business Line**5.4.1 Description**

5.4.1.A Centrex Business Line Services is available as a flat rate (unlimited local calling). Each Centrex Business Line Service includes the following standard features at no additional charge:

- Call Forwarding - Busy Line
- Call Forwarding - Don't Answer
- Call Forwarding - Variable
- Call Hold
- Call Transfer
- Call Waiting
- Caller Identification - Number
- Conference Calling - 3-Way
- Call Pickup: Calls directed to one number can be picked up by another number line within a preset pickup group by dialing a special code.
- Hunting: The routing pattern in which a call addressed to a pilot number of a hunt group will connect to the first non-busy station in

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the group. If a call is addressed to a specific number in the hunt group, it will go straight to the number and not hunt to another station in the group.

- Circular Hunt: Hunts through all of the lines in the hunt group regardless of number dialed.
 - Sequential Hunt: Starts at the number dialed and ends at the last phone number in the hunt group.
- Message Waiting Service – Audible: gives the end-user an indication that there is a message waiting in the voice mailbox by sounding five stutter dial tones when the switch hook is removed from its carriage.
- Message Waiting Service – Visible: gives the end-user a signal to its properly equipped CPE that there is a message waiting in the voice mailbox. Because of this signal the CPE typically displays a flashing light to indicate this.
- Speed Calling – 8-Number or 30-Number: Permits the end-user to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as an eight-code list or a thirty-code list. Either code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the customer dials an activating code, receives a second dial tone and dials either a one or two digit code (for the eight-code and thirty-code lists, respectively) plus the telephone number.

5.5 PBX Trunk Service:

5.5.1 Description

- 5.5.1.A Basic PBX Trunk Service provides a Customer with a single, voice-grade, telephonic communications channel that can be used to place or receive one call at a time. Basic PBX Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level. Basic PBX Trunks may be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges.

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SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)

5.5.1.A.1 One-way Outbound: Provides the Customer with a single analog or digital connection that is restricted to carry outbound traffic only.

5.5.1.A.2 Two-way: Provides the Customer with a single analog or digital connection that can carry one-way inbound or two-way traffic.

5.5.2 Rates and Charges

5.5.2.A A Basic PBX Trunk Customer will be charged applicable Non-Recurring Charges and Monthly Recurring Charges as specified in Section 11.

5.5.3 Direct Inward Dialing (DID)

5.5.3.A Provides the Customer-with a single analog or digital connection that can carry one-way, inbound traffic. The number of digits to be out-pulsed must be specified by the Customer.

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SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)

- 5.5.3.B Direct Inward Dialing Numbers: Telephone numbers can be obtained in blocks of 20 numbers. Additional monthly charges will apply, as specified in Section 11.4.2.
- 5.5.3.C Direct Inward Dialing Rates and Charges: A Customer who orders a PBX Trunk-DID will be charged applicable Non-Recurring Charges, as specified in Section 11.4.1.
- 5.5.3.D A PBX Trunk Customer will be charged applicable Non-Recurring Charges and Monthly Recurring Charges as specified in Section 11.

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5.5.4 Reserved For Future Use.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES**6.0 Exchange Access Optional Features****6.1 Directory Listings****6.1.1 Description**

6.1.1.A The Company will provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

6.1.1.A.1 *Listing Length.* The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.

6.1.1.A.2 *Refusal.* The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listing party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification of the Customer, will withdraw any listing that is found to be in violation of its rules with respect hereto.

6.1.1.A.3 *Designation.* Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listing may be placed in the

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Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect hereto.

6.1.1.A.4 Deadline. In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

6.2 Non Published Service

6.2.1 Description

6.2.1.A Non-Published Service: Listings that are neither printed in directories nor available from Directory Assistance. A Non-Published Telephone Service will be furnished, at the Customer's request provided the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in this section.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)**6.3 Number Retention****6.3.1 Description**

- 6.3.1.A Number Retention is an optional feature by which a new Customer, who was formally a customer of another certificated local exchange carrier at the same premises location, may retain its telephone number for use with the Company-provided Exchange Access Services. Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

6.4 Vanity Number Service**6.4.1 Description**

- 6.4.1.A Vanity Number Service is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Access Services. This service provides for the assignment of a customer requested telephone number other than the next available number from the assignment control list.
- 6.4.1.B Vanity Number Service is furnished subject to the availability of facilities, N XX codes and the requirements of Exchange Access Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to customers and may, therefore, change them if required.
- 6.4.1.C Monthly recurring charges apply per Vanity number.

6.5 Service Order and Change Charges**6.5.1 Description**

- 6.5.1.A Non-recurring Service Order Charges apply to processing new service, for changes in service, and for changes in the Customer's PIC code.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)**6.6 Emergency Services Calling Plan****6.6.1 Description**

6.6.1.A Access (at no additional charge) to emergency services by dialing 0 - or 9-1-1.

6.6.1.B Message toll telephone calls, to governmental emergency service agencies as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to person and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following: are offered at no charge to customers:

6.6.1.B.1 Government fire fighting, Arizona State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) quality as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

6.6.1.B.2 An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)**6.7 Other Exchange Access Service Features (Custom Calling Features)****6.7.1 Call Waiting**

- 6.7.1.A Permits the end-user engaged in a call to receive a tone signal indicating a second call is waiting; and by operation of the switch hook, to place the first call on hold and answer the waiting call. The customer may alternate between the two calls by operation of the switch hook, but a three-way conference call cannot be established.

6.7.2 Caller ID

- 6.7.2.A Allows for the automatic delivery of a calling party's telephone number (including non-published and non-listed telephone numbers) to the called Customer, which gives the called Customer an opportunity to decide whether to answer to call immediately or not. The number is displayed on a customer-provided equipment.

6.7.3 ID Masking

- 6.7.3.A Allows a customer to block their name and number from being identified on the Caller ID display of the persons receiving the call. Instead, the letter "P" or the word "Private" appears on the receiving person's display. To activate this feature on a call by call basis, the customer should dial *67 just before placing a phone call. The feature automatically deactivates at the conclusion of the call.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)**6.7.4 Masked Caller Blocking**

- 6.7.4.A Caller Identification Customer who do not wish to receive blocked calls can activate Call Rejection by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are rerouted to an announcement in the central office.

6.7.5 Identified Caller Blocking

- 6.7.5.A Allows the customer to reject incoming calls from people a pre-selected list of telephone numbers. Incoming calls on the reject list hear a recording that states that the called party is not accepting calls at this time. The customer does not hear a ring for these calls. To activate this feature, the customer should dial *60 and follow the instructions given by the voice announcement. To add the last caller to the list, the customer should press #01#. This is a monthly subscription service.

6.7.6 Distinctive Ringing

- 6.7.6.A Two telephone numbers can be assigned to the customer's telephone. Each of the two numbers can have a distinctive ring to allow the customer to distinguish which line is ringing.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)**6.7.7 Call Forwarding -- Variable**

- 6.7.7.A Permits the end-user to automatically forward (transfer) all incoming calls to another telephonic number, and to restore it to normal operation at their discretion. Call Forwarding is offered either as a monthly subscription service or on a per-use basis.

6.7.8 Call Forwarding Busy

- 6.7.8.A Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

6.7.9 Call Forwarding No-Answer

- 6.7.9.A Permits the forwarding of incoming calls when the end-user's line remains unanswered after end-user-designated number of rings. The number of rings and the forwarded number are fixed by the customer service order.

6.7.10 Remote Access Call Forwarding

- 6.7.10.A Permits the end-user to automatically forward (transfer) all incoming calls to another telephonic number, and to restore it to normal operation at their discretion from a phone other than the end-user's phone. Remote Access Call Forwarding is offered either as a monthly subscription service or on a per-use basis.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)**6.7.11 Speed Calling (8 or 30)**

- 6.7.11.A Permits the customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as an eight code list or a thirty code list. Either code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the customer dials an activating code, receives a second dial tone and dials either a one or two digit code (for the eight code and thirty code lists, respectively) plus the telephone number.

6.7.12 Three-Way Calling

- 6.7.12.A Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls. Three-Way calling is offered either as a monthly subscription service or on a per-use basis.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)**6.7.13 Call Trace**

- 6.7.13.A Allows the customer to trace the last incoming call. When the trace is complete, the customer hears a recorded confirmation and is prompted to call the Company. Police intervention is needed to obtain the traced call information. This feature is activated by dialing *57 after receiving the call to be traced. Call Trace is offered either as a monthly subscription service or on a per-use basis.

6.7.14 Call Return

- 6.7.14.A Call Return allows the customer to dial the last incoming caller without having to know the telephone number of the caller. If the number is busy, the customer hears a recorded message. Once both lines are free, the customer hears a special ring indicating that the call can now take place. This service is offered either as a monthly subscription service or on a per-use basis. Availability of this service depends upon the Company obtaining suitable interconnection arrangements with other local exchange companies.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)**6.7.15 Repeat Dial**

- 6.7.15.A Repeat Dial allows the customer to dial the last outgoing call without having to re-dial the telephone number. If the number is busy, the customer hears a recorded message. Once both lines are free, the customer hears a special ring indicating that the call can now take place. This service is offered either as a monthly subscription service or on a per-use basis. Availability of this service depends upon the Company obtaining suitable interconnection arrangements with other local exchange companies.

6.7.16 Call Referral

- 6.7.16.A Upon disconnection of a telephone service, a customer can have the disconnected number play a recorded announcement of the new telephone number. This service is offered for a one, two or three month period. Charges will appear on the final bill for the disconnected telephone service.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)**6.8 Other Services and Features Available.****6.8.1 Description**

- 6.8.1.A The Company offers its customers on an unregulated, non-tariffed basis features and services other than those included in Section 6.4 preceding. These may include features and services such as voice mail, reminder call-back services, and other features.

6.9 Service Packages

- 6.9.1.A The Company offers some services in discounted packages that may include both services offered in this tariff and unregulated, non-tariffed services. In addition, the Company from time to time may offer special promotional packages available only to customers who begin service during the promotional period.

Advice Letter No.**Issue Date:****Decision No.****Effective Date:**

SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.10 Reserved for Future Use.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.11 Reserved for Future Use

Advice Letter No.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.12 Reserved for Future Use

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.13 Reserved for Future Use

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.14 Reserved For Future Use

Advice Letter No.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.15 Reserved For Future Use.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.16 Reserved For Future Use.

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SECTION 7 - LOCAL CALLING SERVICE**7.0 Local Calling Service****7.1 Description**

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges and zones defined Section 4.1. The rates for local calling are equal to the rates for standard business lines as described in section 11.1.1, below. For operator-assisted (non-aggregator) local calls, the operator charges listed in Section 11.12.1 apply in addition to the charges listed in Section 11.1.1, below.

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SECTION 7 - LOCAL CALLING SERVICE (CONTINUED)

7.2 Reserved For Future Use.

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SECTION 8 - MISCELLANEOUS SERVICES**8.0 Miscellaneous Services****8.1 Operator Services****8.1.1 Description**

- 8.1.1.A Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services.

8.1.2 Definitions

- 8.1.2.A Person-to-person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated thirty-party station. Calls may be dialed with or without the assistance of a Company operator.
- 8.1.2.B Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.
- 8.1.2.C Operator Dialed Charge: The end user places the call without dialing the destination number, even though the end user has the capability to do so. The end user will dial "0" for local calls and "00" for long distance calls, and will then request the operator to dial the called station.

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SECTION 8 - MISCELLANEOUS SERVICES (CONTINUED)

- 8.1.2.D Billed to Non- Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

8.2 Busy Line Verify and Interrupt Service**8.2.1 Description**

Upon request of a calling party the Company will verify a busy condition on a called line.

- 8.2.1.A The operator will determine if the line is clear or in use and report to the calling party.
- 8.2.1.B The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

8.2.2 Regulations

- 8.2.2.A A charge will apply when:

- 8.2.2.A.1 The operator verifies that the line is busy with a call in progress.

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SECTION 8 - MISCELLANEOUS SERVICES (CONTINUED)

8.2.2.A.2 The operator verifies that the line is available for incoming calls.

8.2.2.A.3 The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

8.2.2.B No charge will apply:

8.2.2.B.1 When the calling party advises that the call is to or from an official public emergency agency.

8.2.2.B.2 Under conditions other than those specified in 8.2.2.A preceding, Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

8.2.2.B.3 The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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SECTION 8 - MISCELLANEOUS SERVICES (CONTINUED)

8.3 Directory Assistance

8.3.1 Description

- 8.3.1.A Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

8.3.2 Customer Credits

- 8.3.2.A A credit will be given for calls to Directory Assistance when:
- 8.3.2.A.1 the Customer experiences poor transmission or is cut-off during the call,
 - 8.3.2.A.2 the Customer is given an incorrect telephone number, or

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SECTION 8 - MISCELLANEOUS SERVICES (CONTINUED)

8.3.2.A.3 the Customer inadvertently misdials an incorrect Directory Assistance NPA.

8.3.2.B to receive a credit, the customer must notify the Company Business Office of the problem experienced.

8.4 Service Implementation and Installation**8.4.1 Description**

8.4.1.A Absent a promotional offering, service implementation and installation charges will apply to new service orders or to orders to change existing service.

8.5 Restoration of Service**8.5.1 Description**

8.5.1.A A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities suspended is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

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**SECTION 8 - MISCELLANEOUS SERVICES
(CONTINUED)****8.6 Audio Conferencing****8.6.1 Preferred Access (Ad-Hoc Conferences)**

8.6.1.A The Preferred-Access product offers "On Demand" conferencing. Customers can use this subscription-based service to conduct conferences when they need to, without a reservation or an operator. This service provides the Subscriber a toll-free dial in number and access number that can be used for conferencing at any time 24 hours per day, 7 days per week. The Subscriber has complete control over the conference via touch-tone commands or an optional web-based interface.

8.6.1.B International participants can be joined to the conference via dial-out methods through touch-tone commands or the web moderator interface. There are also a limited number of toll lines available for international participant to dial into a Preferred-Access call.

8.6.2 Express Access

8.6.2.A The Express Access provides a very simple, easy method to conduct routine conference calls that require a restricted level of involvement by a Conference Administrator (i.e., these calls are primarily unattended). The chairperson and participants dial the access number and passcode to be directed to the assigned conference. Express Access effectively accommodates 3 to 50 participants and allows participants to enter the conference call automatically. Call Express Conference Calls may be accessed via toll and toll-free methods. Bridge messages are generic.

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**SECTION 8 - MISCELLANEOUS SERVICES
(CONTINUED)****8.6.3 Mediated Access**

- 8.6.3.A The Mediated Access provides a quick, efficient method for clients to conduct routine conference calls that require limited involvement by a Conference Administrator (i.e., these calls are primarily unattended once the operator begins the conference unless assistance is requested). Participants for a meet-me conference dial the access number and are greeted by the operator and then placed into conference. Mediated Access effectively accommodates 3 to 50 participants, and are accessible via toll and toll-free methods. Bridge messages are generic.

8.6.4 Event Access

- 8.6.3.A The Event Access provides a very formal, professional method for customers to conduct complex conference calls that require fully available involvement by a Conference Administrator. Event Access can effectively accommodate 3 to 3000+ participants, and are accessible via toll and toll-free methods. Event Access is handled by our Event Call Center. This operations center deals specifically, and entirely, with Event Access. Bridge messages are generic.

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SECTION 9 – LONG DISTANCE**9.0 Long Distance****9.1 General****9.1.1 Description**

9.1.1.A The Company offers both IntraLATA and InterLATA/Intrastate Long Distance Services. The Company's Long Distance Services are not distance sensitive. Rates are on a per minute basis. Calls are billed in one (1) minute increments with an initial billed period of one (1) minute. Fractional minutes are rounded to the next full minute.

9.1.1.B Customers may pre-subscribe to the Company's Long Distance Services. Customers who pre-subscribe to the Company's Long Distance Service may access all the Company's Intrastate Long Distance network by dialing 1 + ten digits in areas where equal access exists.

9.2 Long Distance Services**9.2.1 Long Distance (1+)**

9.2.1.A This service provides for point-to-point interLATA, intraLATA and/or interstate service.

9.2.2 Dedicated (T-1) Long Distance

9.2.2.A This service provides a customer with a dedicated T-1 line from their PBX to the IXC point of presence.

9.2.3 800/888 for Business Accounts

9.2.3.A Toll free service is an inward calling switched or dedicated access service that permits a call to be completed at the Customer's premises without charge to the calling party. Access to the service is gained by an end user dialing a 10-digit telephone number (e.g., 800-NXX-XXXX) which will terminate at the Customer's premises.

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SECTION 9 – LONG DISTANCE (CONTINUED)

9.2.3.B Rates are usage-sensitive and billed in six (6) second increments. The duration of each call for billing purposes will be rounded up to the nearest highest increment. Fractional cents will be rounded up to the nearest higher cent. The rates apply on a per minute basis to all Toll Free Service calls originating and terminating in the State of Arizona.

9.2.4 Dedicated (T-1) 800/888 for Business Accounts

9.2.4.A This service provides a customer with a dedicated T-1 line from the IXC to the customer's premises.

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**SECTION 10 – RATES
(CONTINUED)****10.0 Rates****10.1 General****10.1.1 Rates and Charges**

10.1.1.A A Basic Business and Centrex Business Line Customer will be charged applicable monthly recurring charges and optional features charges.

10.2 Basic Business Line**10.2.1 Basic Business Line Recurring Monthly Charges.**

Service	Monthly Recurring Rate
Basic Business Line	\$ 45.00

Includes at no extra charge:

Touch Tone	No Charge
One Directory Listing	No Charge
Pre-subscription	No Charge
Calling number delivery blocking/per call	No Charge
Toll Restriction	No Charge
900/976 Call Blocking	No Charge
Call Waiting	No Charge
Calling Identity Delivery on Call Waiting Number	No Charge
Caller ID – number	No Charge
Call Forwarding – Variable	No Charge
Call Forwarding – Busy Line	No Charge
Call Forwarding – Don't Answer	No Charge
Three-way Calling	No Charge
Call Transfer	No Charge
Call Hold	No Charge
Speed Call 30	No Charge
Last Call Return	No Charge

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**SECTION 10 – RATES
(CONTINUED)****10.2.2 Other Exchange Features Offered for Basic Business Line:**

Feature	Monthly Recurring Rate
Hunting	\$ 8.10
Masked Caller Blocking	\$ 9.00
Call Rejection	\$ 4.50
Continuous Redial	\$ 5.40
Last Call Return	\$ 4.68
Caller Identification - Name and Number	\$ 7.20
Business Voice Messaging Service (BVMS) (per box)	\$ 9.70
BVMS w/ MWI-A (per box)	\$ 16.20
BVMS w/ MWI-A/V (per box)	\$ 17.00
Scheduled Greetings	\$ 2.00
Pager Notification of Message	\$ 2.00
Additional Message Capacity (50) (per box)	\$ 3.00
Remote Access Call Forwarding	\$ 2.70
Scheduled Call Forwarding	\$ 2.70

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**SECTION 10 – RATES
(CONTINUED)****10.3 Centrex Line****10.3.1 Centrex Line Recurring Monthly Charges**

Service	Recurring Rate
Centrex Line (minimum of 3 lines)	\$ 40.00

Includes at no extra charge:

Touchtone	No Charge
One Directory Listing	No Charge
Pre-subscription	No Charge
Calling number delivery blocking/per call	No Charge
Toll Restriction	No Charge
900/976 Blocking	No Charge
Primary Direct Number	No Charge
Call Forwarding - Busy Line	No Charge
Call Forwarding - Don't Answer	No Charge
Call Forwarding - Variable	No Charge
Call Hold	No Charge
Calling Identity Delivery on Call Waiting Number	No Charge
Call Pickup	No Charge
Call Transfer	No Charge
Call Waiting	No Charge
Caller Identification Number	No Charge
Conference Calling - 3-Way	No Charge
Conference Calling - 6-Way	No Charge
Message Waiting Service - Audible	No Charge
Message Waiting Service - Visible	No Charge
Speed Calling - 6-Number	No Charge
Speed Calling - 30-Number	No Charge
Hunting	No Charge
Circular Hunt	No Charge
Sequential Hunt	No Charge
Series Completion	No Charge

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**SECTION 10 – RATES
(CONTINUED)****10.3.2 Other Exchange Features Offered for Centrex Line**

Feature	Monthly Recurring Rate
Call Park (per station line)	\$ 1.00
Caller Identification - Name and Number (per line)	\$ 7.20
Remote Access Call Forwarding	\$ 2.70
Scheduled Call Forwarding	\$ 2.70
Business Voice Messaging (per box)	\$ 9.70
Scheduled Greetings	\$ 1.75
Pager Notification of Message	\$ 1.75
Additional Message Capacity (50) (per box)	\$ 1.75

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**SECTION 10 – RATES
(CONTINUED)****10.4 PBX Trunk Rates****10.4.1 Private Branch Exchange (“PBX”) Rate Elements**

Service	Recurring Rate	Non-Recurring Rate
Number Retention – Per Number	\$ 10.00	\$10.00
Additional Directory Per Listing	\$ 1.55	
Remote Call Forwarding – Per path	\$ 18.50	
Service Establishment Charge – Per Order		No Charge
Installation Charge	\$ 69.00	
Vanity Number – Per number	\$ 2.00	
Vanity Number Retention – Per number	\$ 2.00	

10.4.2 PBX Trunk Service**10.4.2.A DOD/2-Way Non-Recurring Charges:**

PBX Trunk Services	Non-Recurring Charges
Installation Charge (24 channels/Customer)	\$ 575.00
Account Setup (per account)	No Charge
Account Changes Moves, Changes, Additions (per change)	\$ 325.00
Account Changes (per billing record change)	No Charge
Suspension of Service Restoral Charge (per line)	\$ 575.00
Line Restoral Charge (per line)	No Charge

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**SECTION 10 – RATES
(CONTINUED)****10.4.2.B DOD/2-Way Recurring PBX Trunk Charges:**

PBX Trunk Services	Recurring Charges
DS1 Facility Access (per DS1)	\$ 130.00
Digital Local Channel Charge Each Mile (per DS1)	No Charge
Unlimited Option DOD/2-way (per trunk)	No Charge
Hunting:	
Sequential (per trunk)	\$ 9.00
Circular (per trunk)	\$ 9.00

10.4.3 DID Trunk Non-Recurring Charges**10.4.3.A Rates**

PBX Trunk Services	Non-Recurring Charges
Installation Charge (24 channels/Customer)	\$ 575.00
Account Setup (per account)	No Charge
Account Changes Moves, Changes, Additions (per change)	\$ 325.00
Account Changes (per billing record change)	No Charge
Suspension of Service Restoral Charge (per line)	\$ 575.00
Line Restoral Charge (per line)	No Charge
Suspension of Service Restoral Charge (per 24 channels/Customer)	\$575.00

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**SECTION 10 – RATES
(CONTINUED)**

10.4.3.B DID Trunk Monthly Recurring Charges

Service	Monthly Recurring Charges
DS1 Facility Access	\$ 130.00
Digital Local Channel Charge Each Mile (per DS1)	No Charge
Unlimited Option DID Trunk (per trunk)	No Charge
Hunting	
Sequential (per trunk)	\$ 9.00
Circular (per trunk)	\$ 9.00
Pulsing (per trunk)	No Charge
DID Block of 20 Number (20 NXX-XXXX Codes) (per trunk)	\$5.00

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**SECTION 10 – RATES
(CONTINUED)****10.5 Exchange Access Optional Features****10.5.1 Directory Listings****10.5.1.A Directory Listing Monthly Recurring Charges**

Services	Monthly Recurring Charges
Primary Listing	No Charge
Each Additional Listing	\$1.90
Non-Listed Number	\$1.80
Non-Published Number	\$2.25
Foreign Exchange	\$1.90
Directory Line of Information	\$1.90

10.5.1.B Per Listing or Per Number Non Recurring Charges

Services	Monthly Non- Recurring Charges
Directory Listing Installation	\$6.00
Primary Listing	No Charge
Each Additional Listing	No Charge
Non-Listed Number	\$9.00
Non-Published Number	\$9.00
Foreign Exchange	\$6.00
Directory Line of Information	\$6.00

10.5.1.C A directory error or omission will result in a credit to the customer of \$1.00 per month.

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**SECTION 10 – RATES
(CONTINUED)****10.5.2 Directory Assistance****10.5.2.A Rates**

10.5.2.A.1 Directory Assistance charges apply for all requests for which the Company's facilities are used, after the use by the customer of the number of "free" calls to Directory Assistance required by rules of the Arizona Corporation Commission. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

Services	Charges
Per Call (IntraLATA)	\$0.40
Per Call (InterLATA)	\$0.85

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**SECTION 10 – RATES
(CONTINUED)****10.5.3 Number Retention**

10.5.3.A Monthly recurring and non-recurring charges apply per retained number. Rates for retained numbers may vary from area to area.

Service	Non-Recurring	Monthly Recurring Charges
Per retained number	No Charge	No Charge
Per retained vanity number	No Charge	No Charge

10.5.4 Vanity Number Services

10.5.4.A Rates

Service	Non-Recurring	Monthly Recurring Charges
Per Vanity Number	No Charge	No Charge

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**SECTION 10 – RATES
(CONTINUED)**

10.6 Other Exchange Service Features

10.6.1 Reserved for Future Use

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**SECTION 10 – RATES
(CONTINUED)**

10.7 Other Service and Features Available

10.7.1 Reserved for Future Use

Advice Letter No.

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**SECTION 10 – RATES
(CONTINUED)****10.8 Miscellaneous Services****10.8.1 Operator Services - Rates**

Local exchange calls may be placed on an Operator Assisted basis. In addition to the usage charges identified above, the following operator-assisted charges will apply:

	Person-to-Person (Customer Dialed)	Station-to-Station (Customer Dialed) (*Applies in addition to other operator charges)	Third Number Billing	Collect Calling
Operator Services	\$3.00	\$1.50	\$1.50	\$1.50

10.8.2 Busy Line Verify and Interrupt Service - Rates

	Busy Line Verify Service	Busy Line Verify Service & Busy Line Interrupt Service
Per Request	\$1.00	\$ 1.00

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**SECTION 10 – RATES
(CONTINUED)****10.9 Long Distance****10.9.1 Rates**

Service	Per Minute Charge
Direct Dialing (+1)	
IntraLATA	\$ 0.10
InterLATA	\$ 0.05
Dedicated Access (T-1)	
IntraLATA	\$ 0.04
InterLATA	\$ 0.04
Packaged with Local	
Inbound 800/877	
IntraLATA	\$ 0.05
InterLATA	\$ 0.05
Inbound 800/877 Dedicated Access (T-1)	
IntraLATA	\$ 0.04
InterLATA	\$ 0.04
Packaged with Local	
Calling Card (per minute)	\$ 0.10
Payphone Surcharge (per call)	\$ 0.25

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**SECTION 10 – RATES
(CONTINUED)****10.10 Special Promotions****10.10.1 Description**

10.10.1.A The Carrier may from time-to-time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariffed offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's tariffs.

10.10.2 Discounts

10.10.2.A The Company may, from time-to-time as reflected in the tariff, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the tariff).

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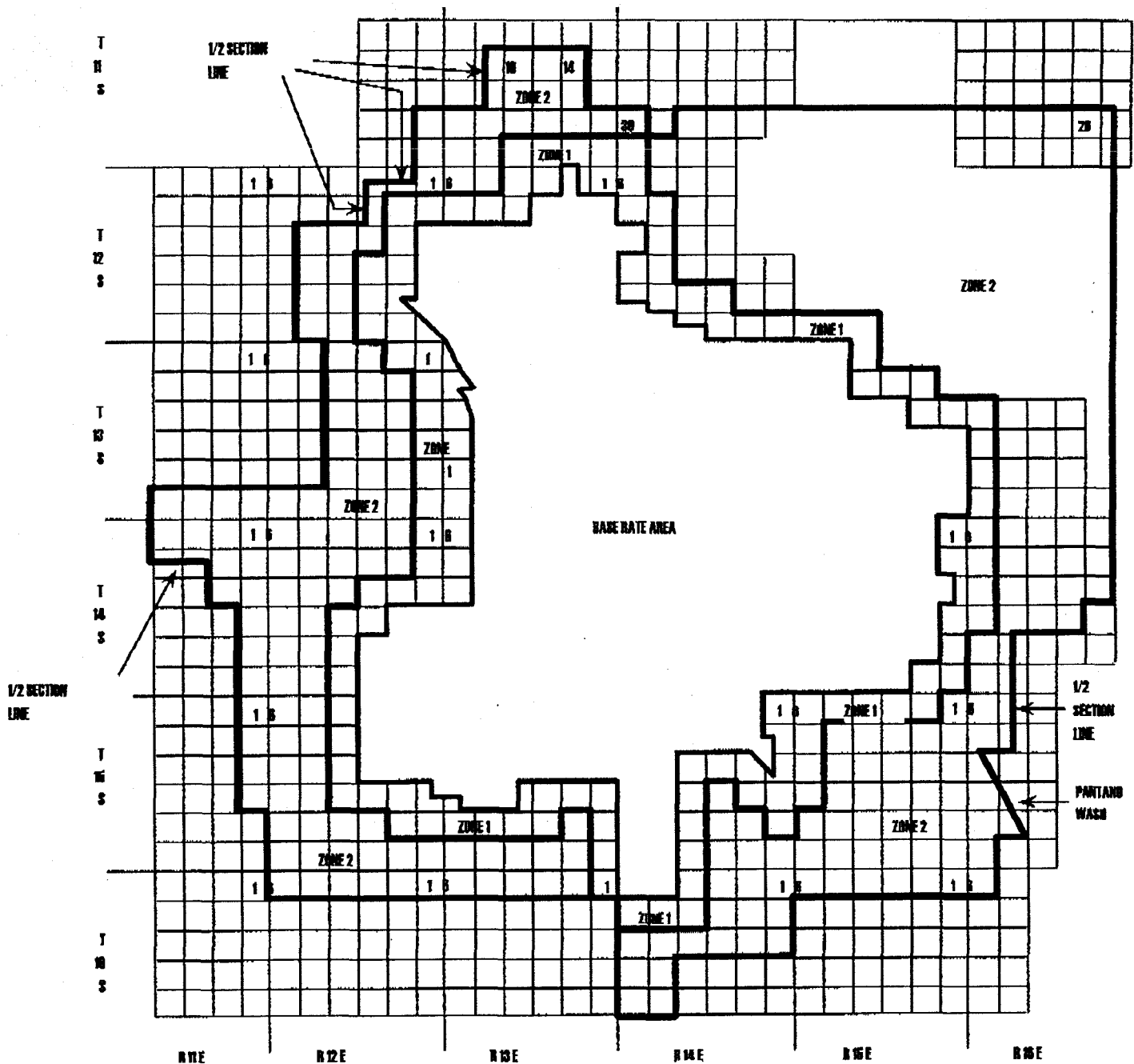


Thirty-seventh Revised Sheet
Supersedes Thirty-sixth Revised Sheet

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SCALE IN MILES



ISSUED: JULY 15, 1993

EFFECTIVE: JANUARY 10, 1995

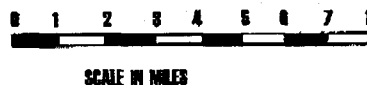
Revised 7/10/00

BY W.S. ALLCOTT, ARIZONA VICE PRESIDENT
2033 NORTH THIRD STREET, PHOENIX ARIZONA

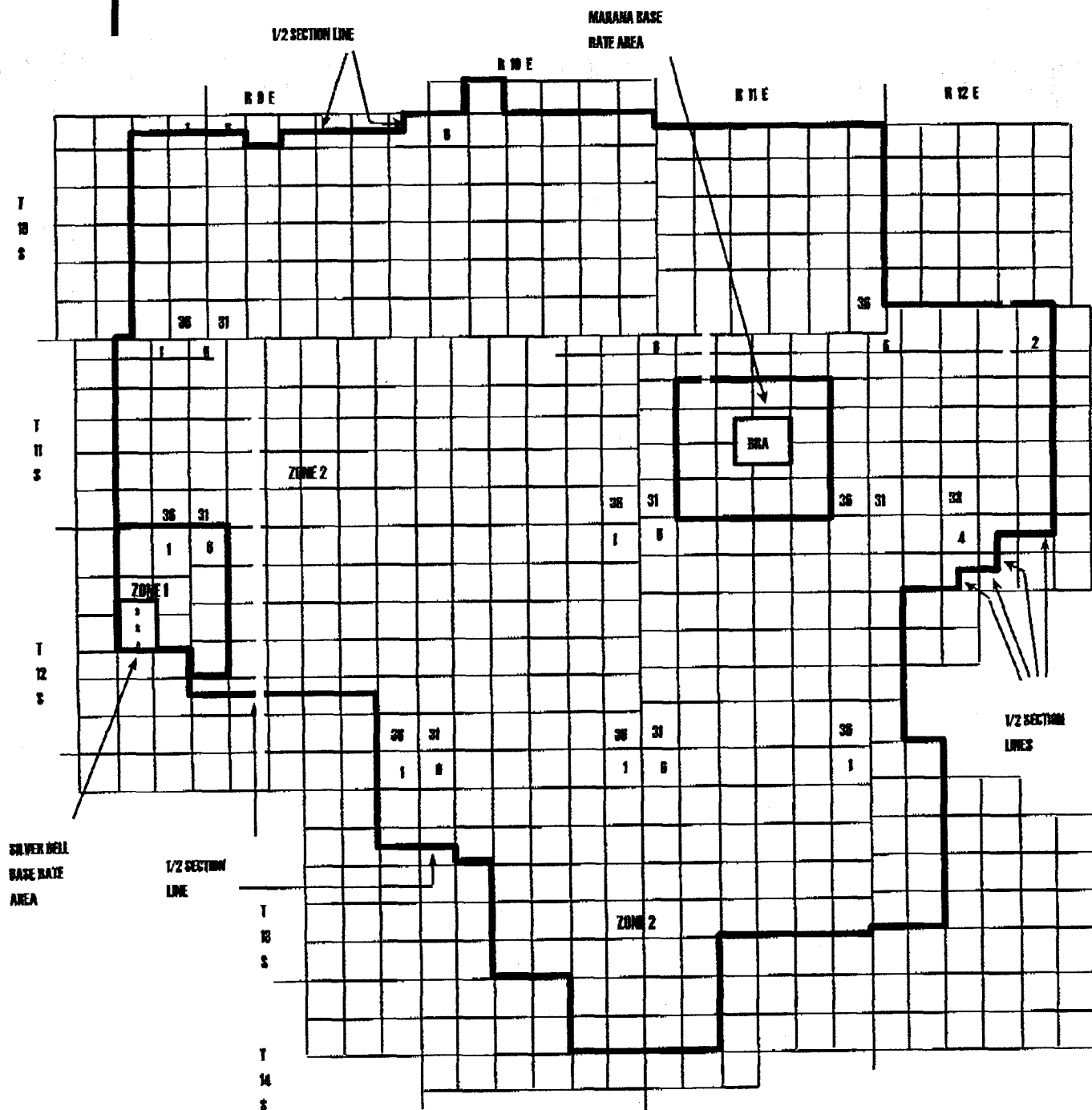
ATTACHMENT B

Eleventh Revised Sheet
Supersedes Tenth Revised Sheet

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BY W.E. ALLCOTT, ARIZONA VICE PRESIDENT
3833 NORTH THIRD STREET, PHOENIX ARIZONA

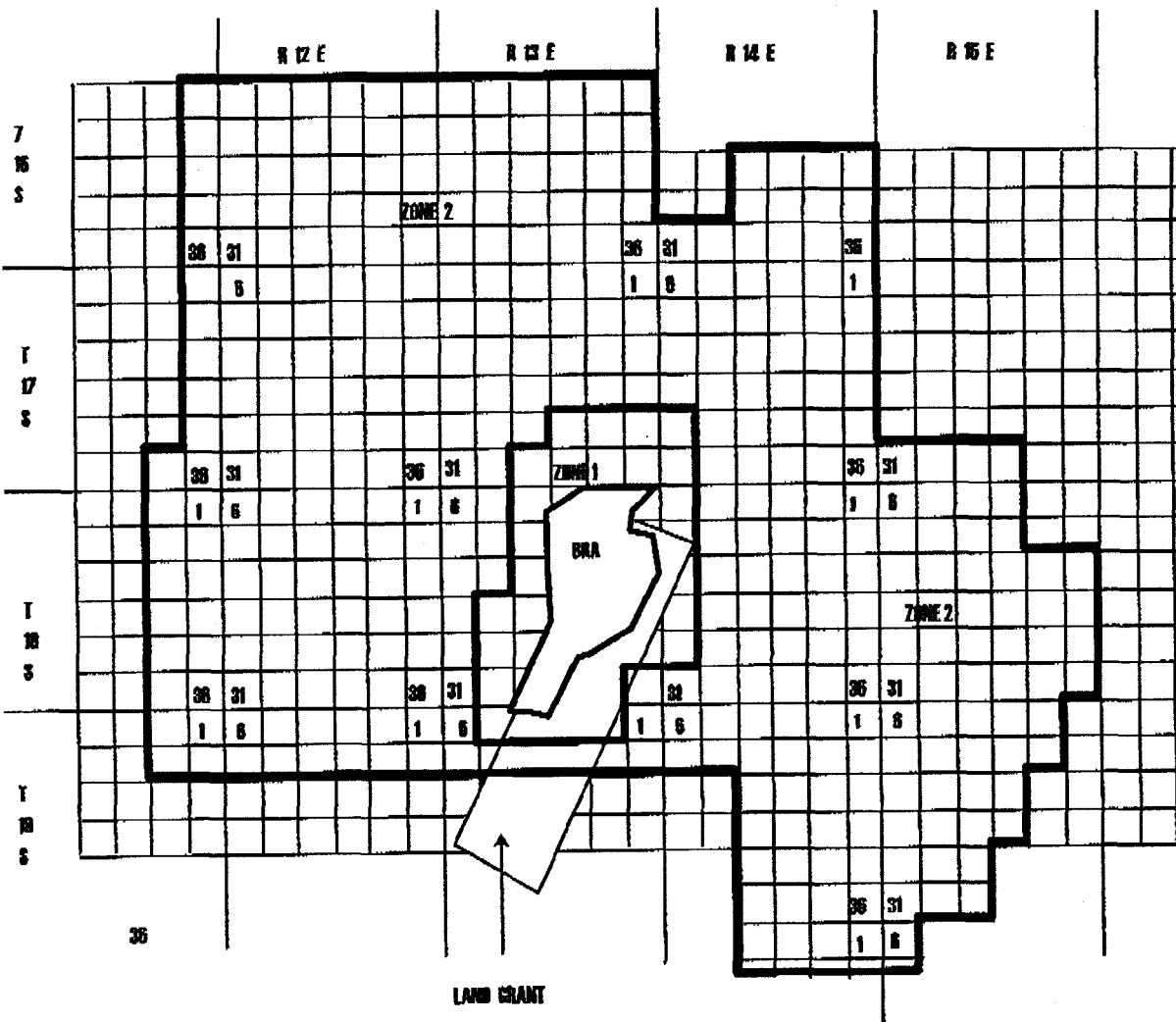
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Ninth Revised Sheet
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SCALE IN MILES



ISSUED: JULY 16, 1992

EFFECTIVE: JANUARY 18, 1996

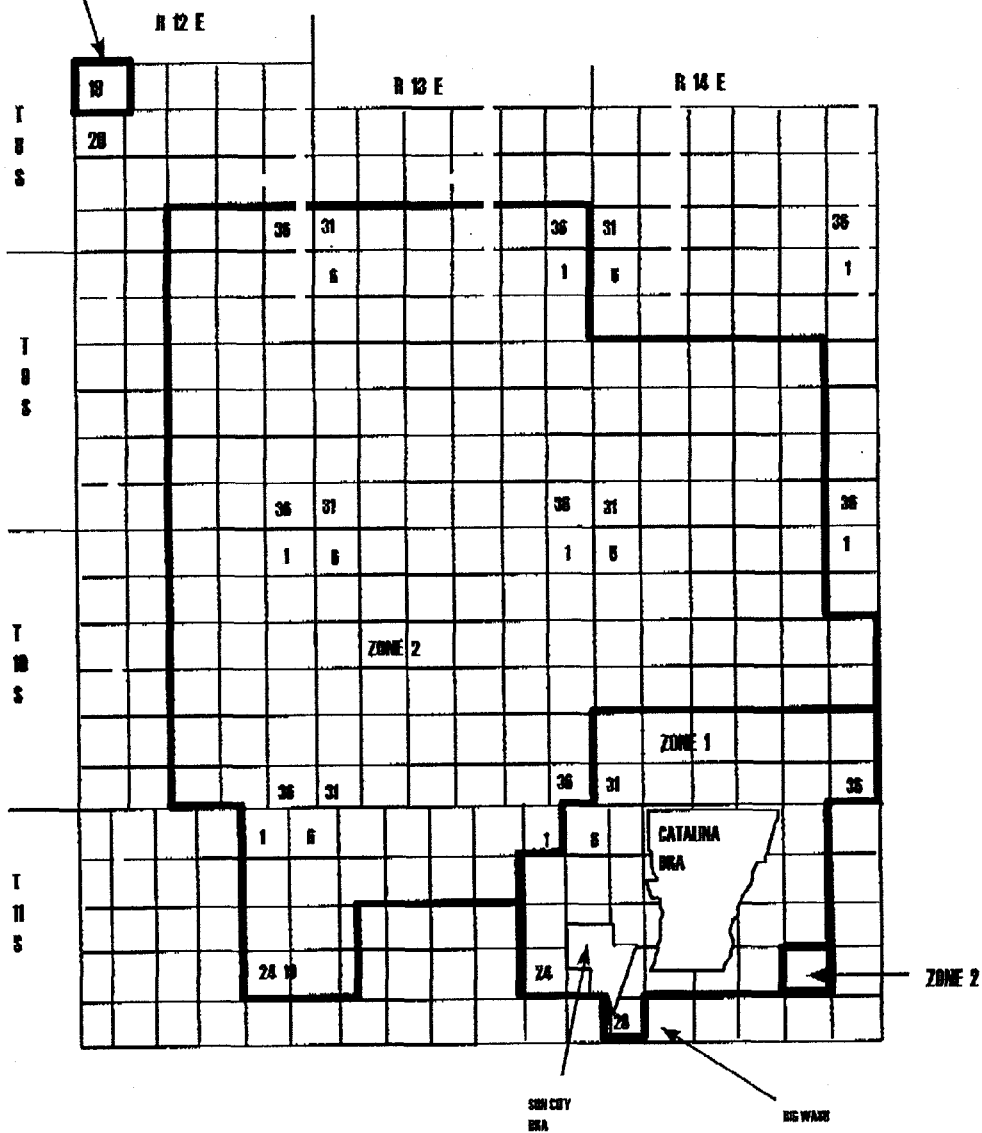
BY W.S. ALLCOTT, ARIZONA VICE PRESIDENT
3033 NORTH THIRD STREET, PHOENIX, ARIZONA



Fourth Revised Sheet
Supersedes Third Revised Sheet



non-contiguous portion of
the Coronado Exch.



ISSUED: JULY 16, 1983

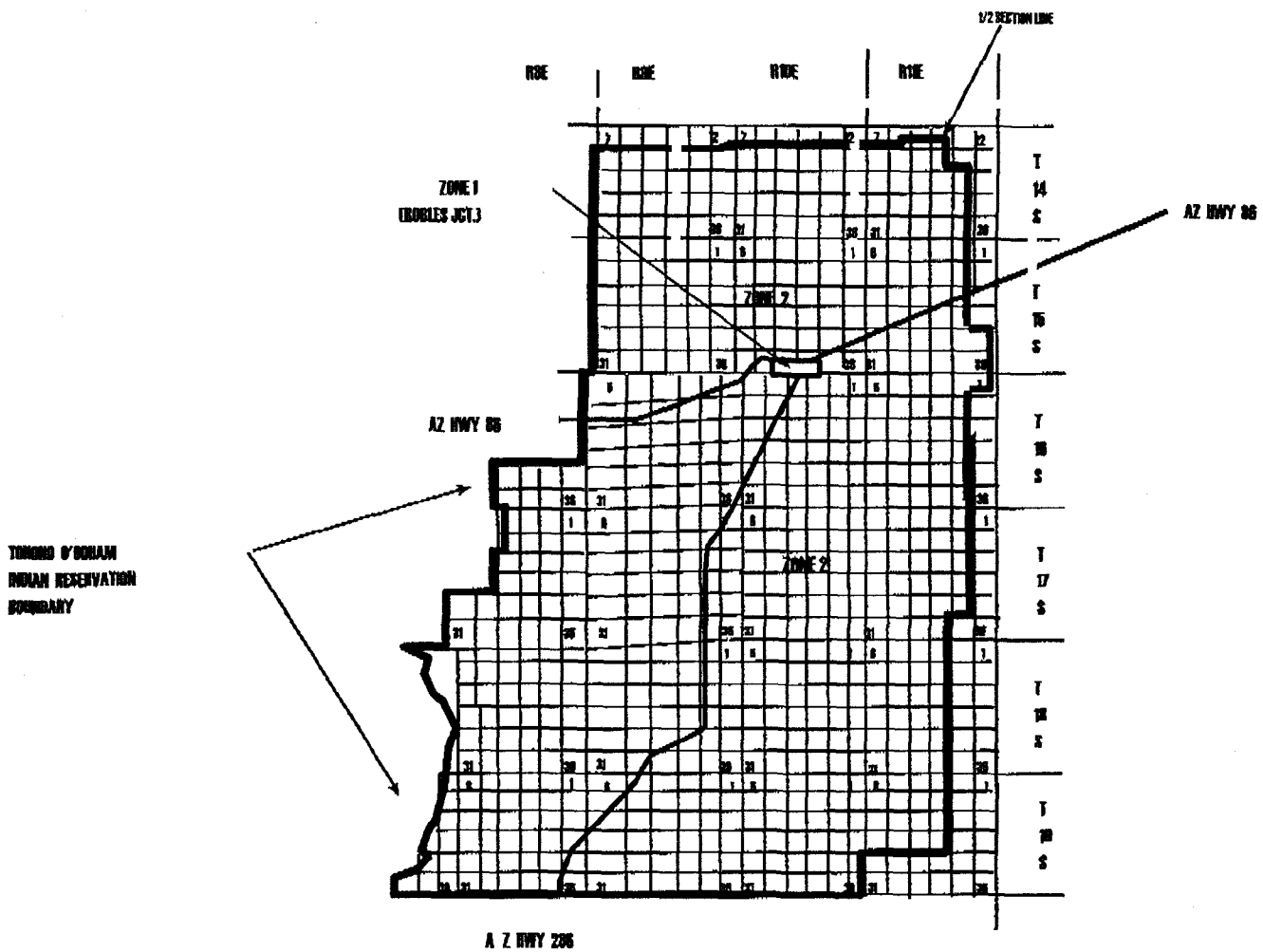
EFFECTIVE: JANUARY 15, 1986

BY W.S. ALLCOTT, ARIZONA VICE PRESIDENT
3033 NORTH THIRD STREET, PHOENIX ARIZONA

Revised 7/10/86



Third Revised Sheet
Supersedes Second Revised Sheet



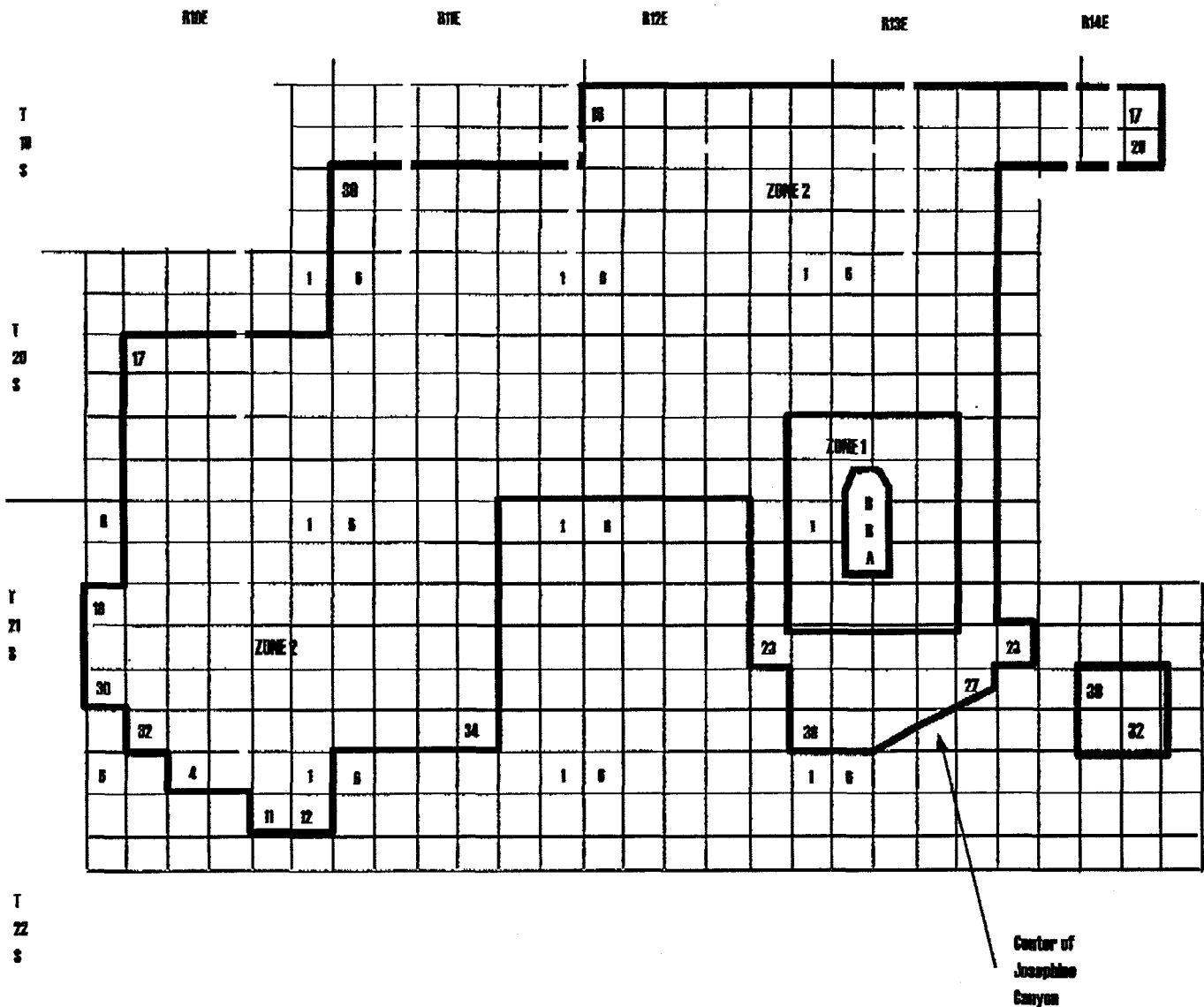
ISSUED: JULY 15, 1993

EFFECTIVE: JANUARY 18, 1995

BY W.G. ALLCOTT, ARIZONA VICE PRESIDENT
3033 NORTH THIRD STREET, PHOENIX ARIZONA



North Revised Sheet
Supercedes Eighth Revised Sheet



ISSUED: February 13, 1988

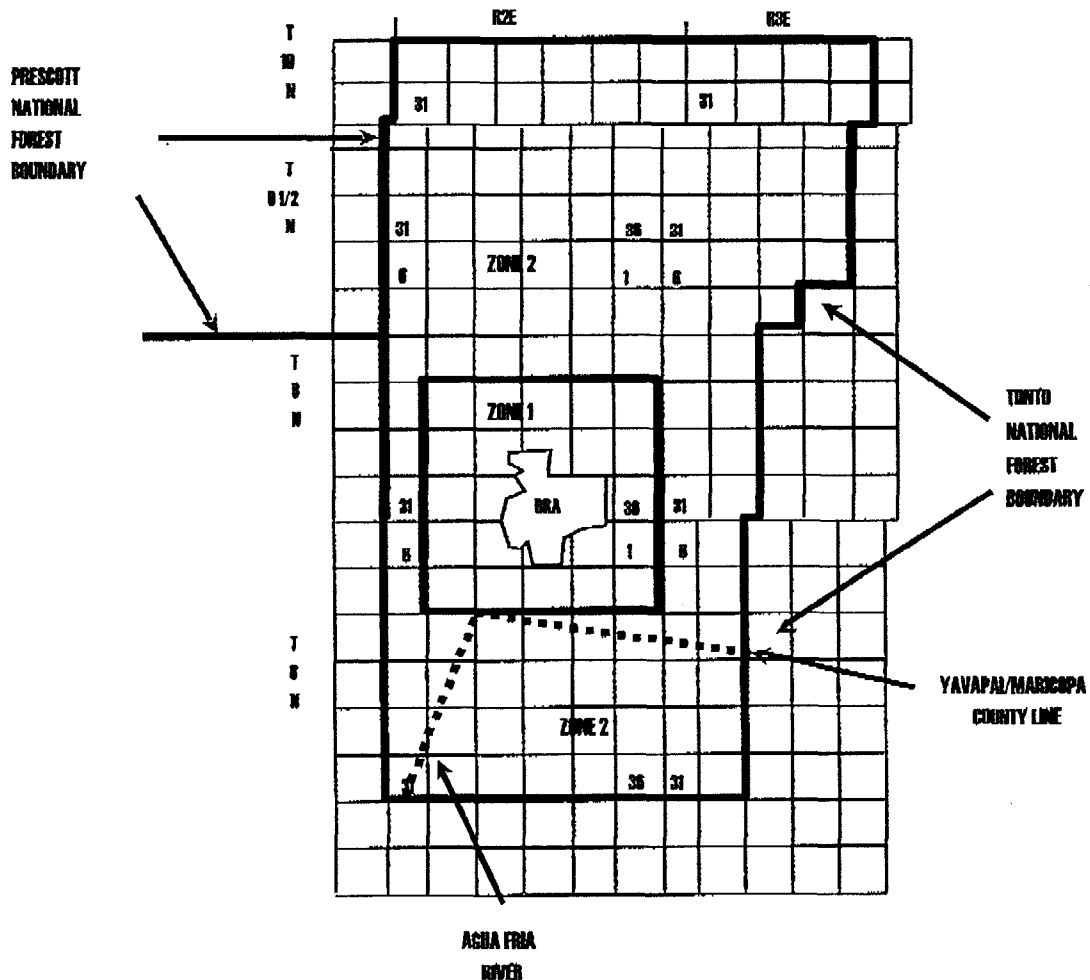
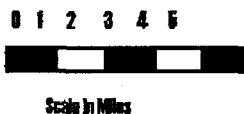
EFFECTIVE: March 15, 1988

Revised 7/10/88

BY W.G. ALLCOTT, ARIZONA VICE PRESIDENT
3833 NORTH THIRD STREET, PHOENIX ARIZONA



Fourth Revised Sheet
Supersedes Third Revised Sheet



ISSUED: JULY 16, 1983

EFFECTIVE: JANUARY 16, 1985

Revised 11/27/86

BY W. G. ALLCOTT, ARIZONA VICE PRESIDENT
3833 NORTH THIRD STREET, PHOENIX ARIZONA



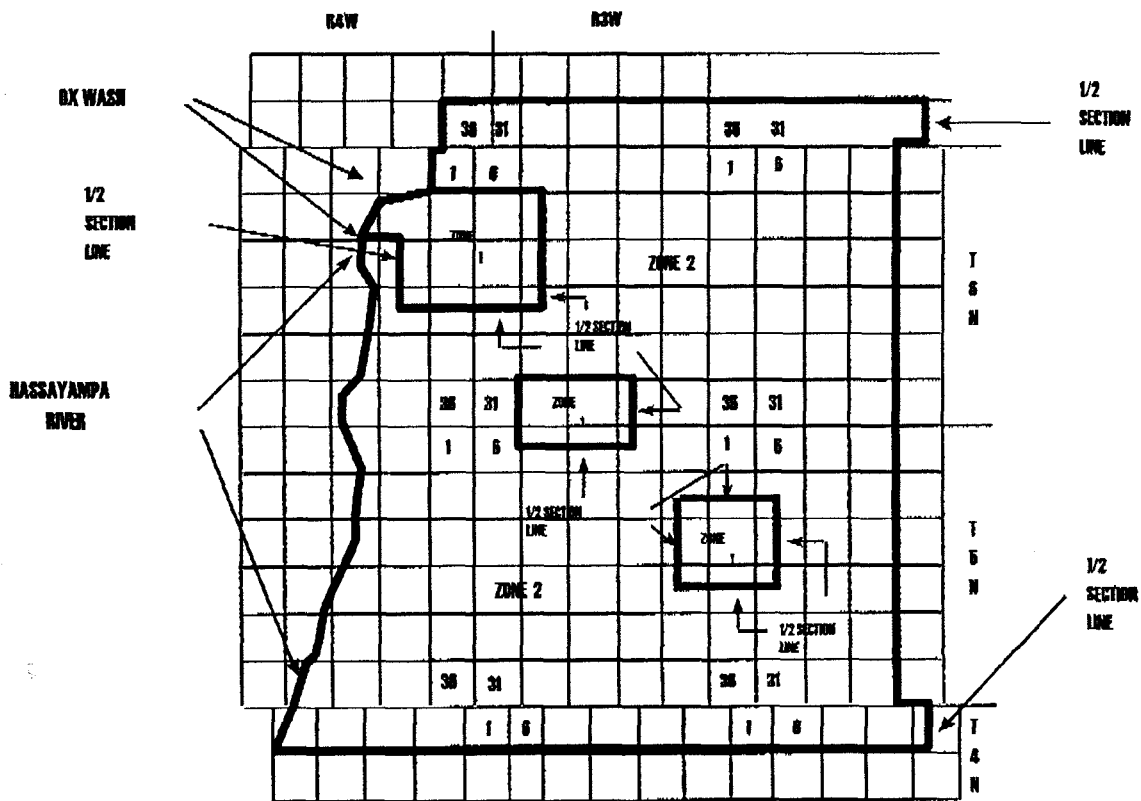
Fourth Revised Sheet
Supersedes Third Revised Sheet

0 1 2 3 4 5



SCALE IN MILES

CIRCLE CITY BECOMES A PART OF THE PHOENIX METRO EXCHANGE



ISSUED: January 8, 1988

BY W.E. ALLETT, ARIZONA VICE PRESIDENT
3033 NORTH THIRD STREET, PHOENIX ARIZONA

EFFECTIVE:

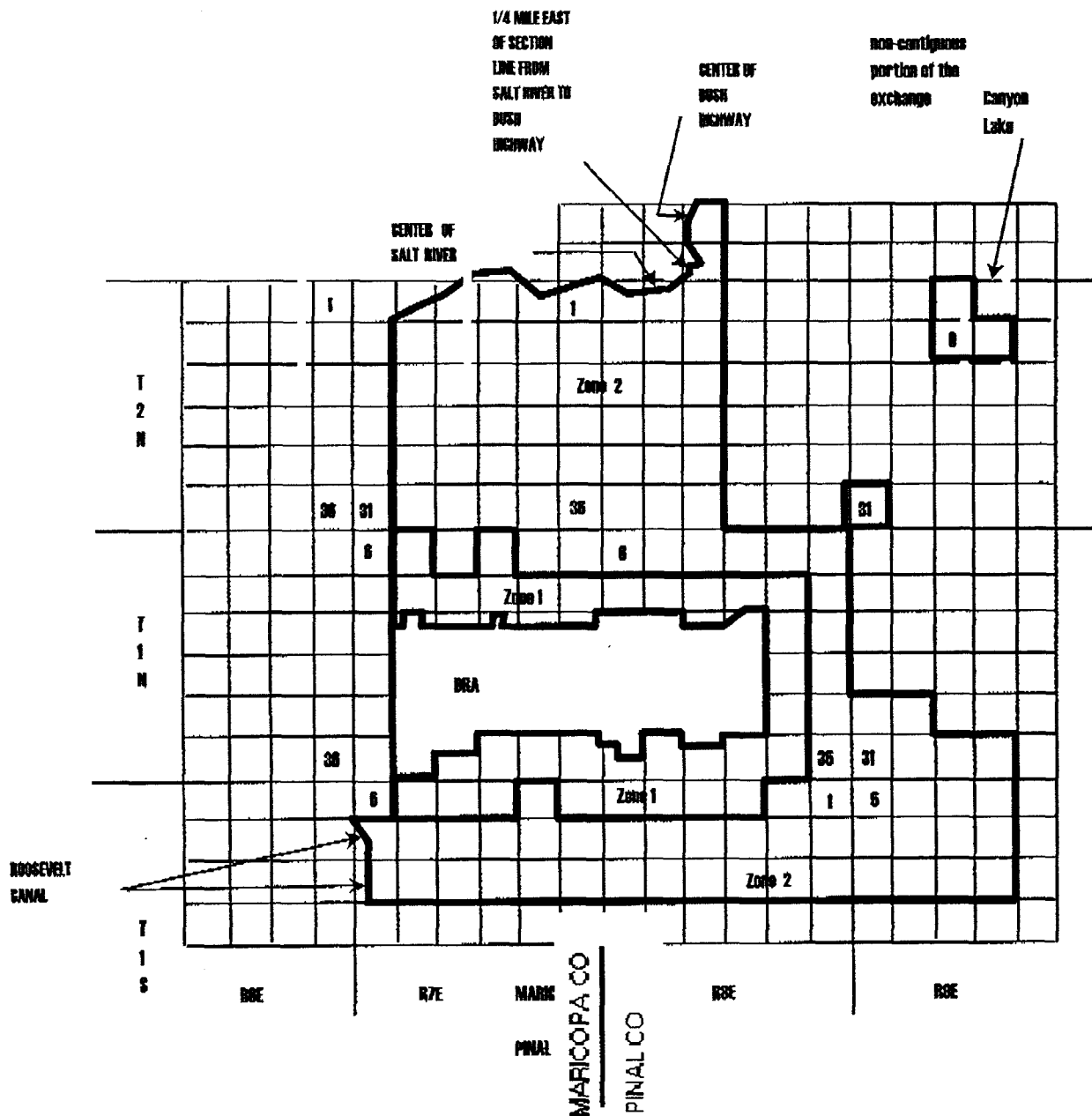


Eleventh Revised Sheet
Supersedes Tenth Revised Sheet

0 1 2 3 4 5 6 7 8



SCALE IN MILES



ISSUED: JULY 16, 1983

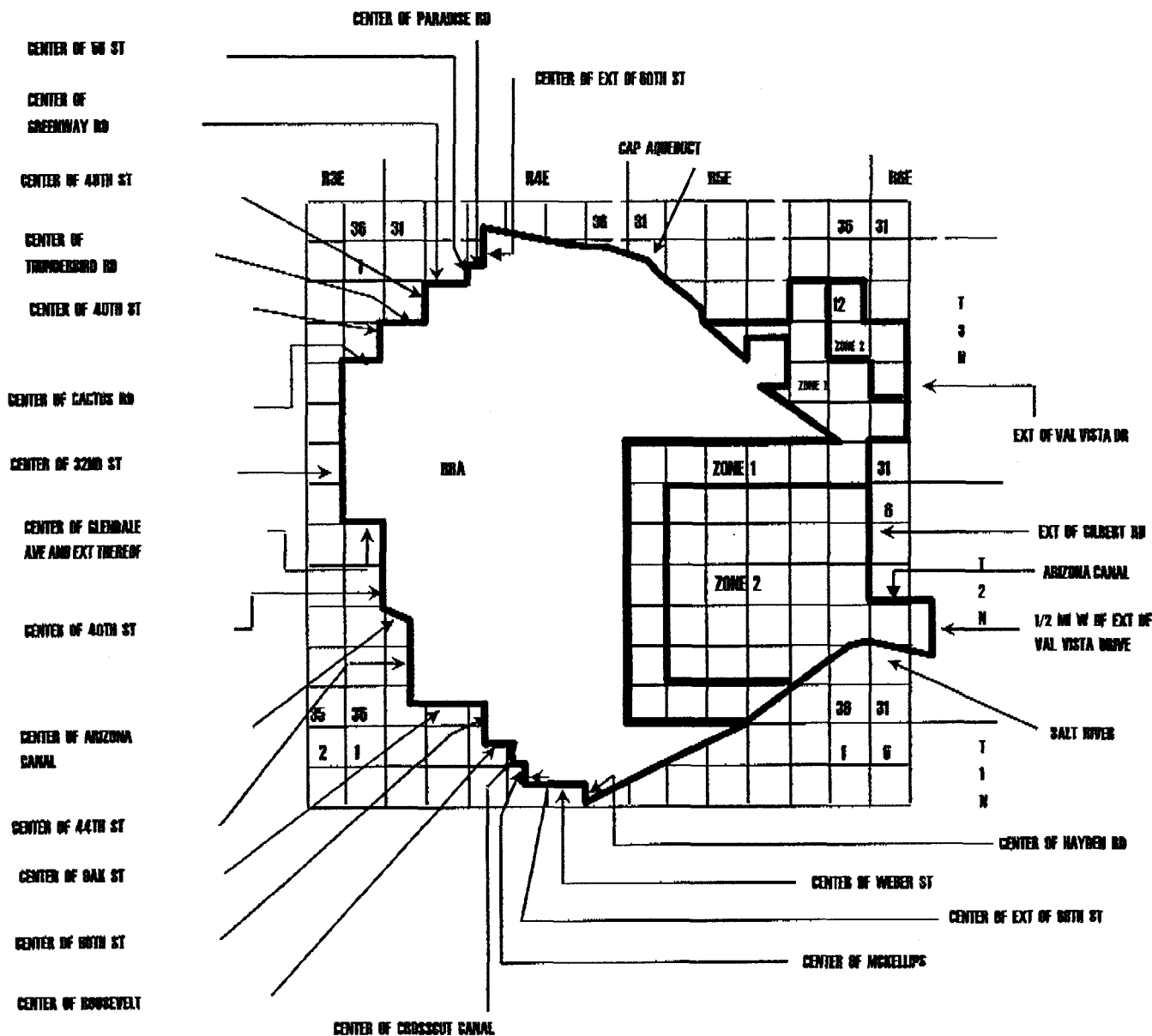
EFFECTIVE: JANUARY 16, 1985

BY: W.A. ALLCOTT, ARIZONA VICE PRESIDENT
3033 NORTH THIRD STREET, PHOENIX ARIZONA

Revised 7/11/88

ZONE AREA MAP

Twentieth Revised Sheet
Supersedes Nineteenth Revised Sheet



ISSUED: JULY 15, 1983

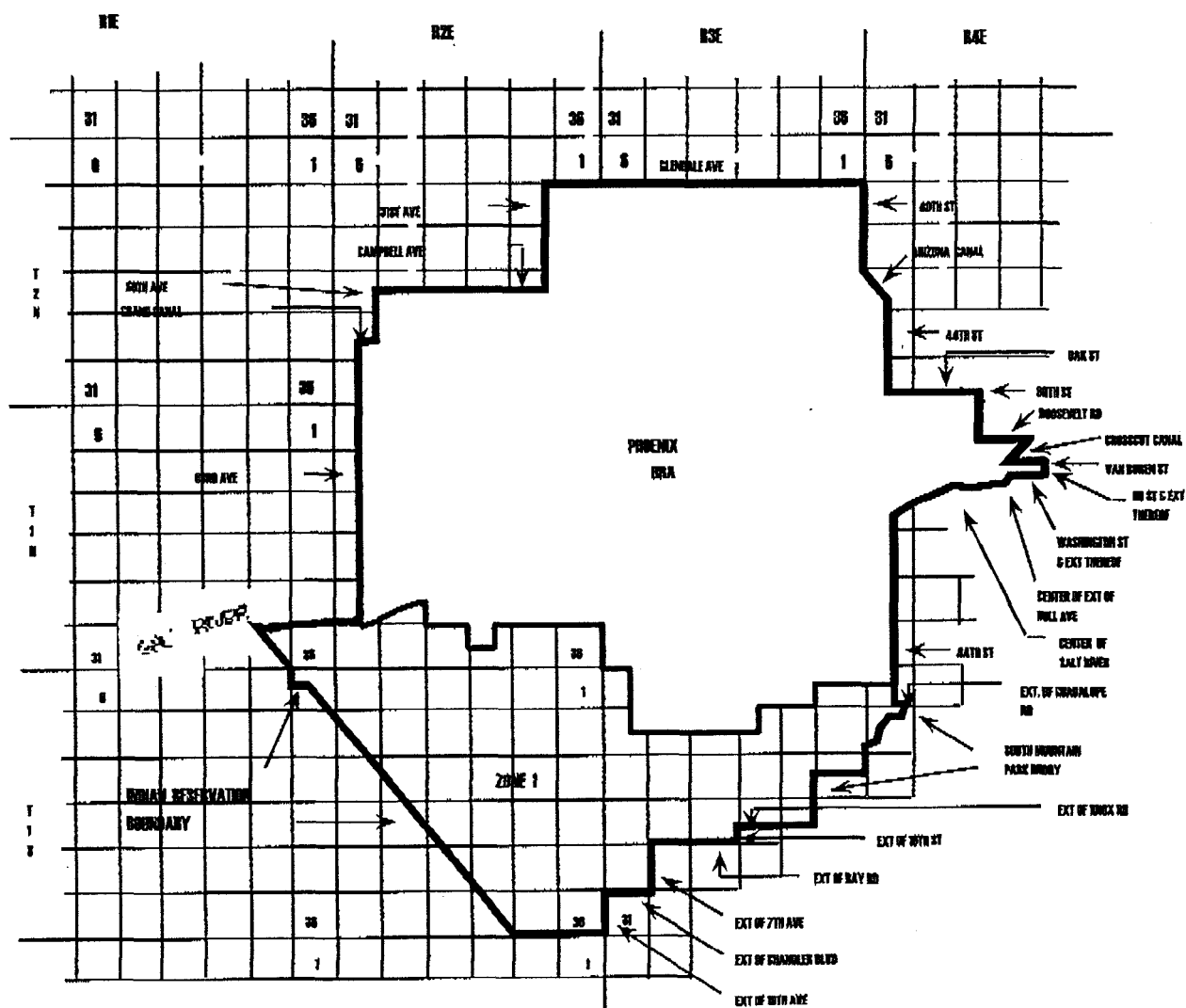
EFFECTIVE: JANUARY 16, 1986

BY W.S. ALLCOTT, ARIZONA VICE PRESIDENT
3833 NORTH THIRD STREET, PHOENIX ARIZONA

Revised 7/10/88

ZONE AREA MAP

Twenty-First Revised Sheet
Supersedes Twentieth Revised Sheet



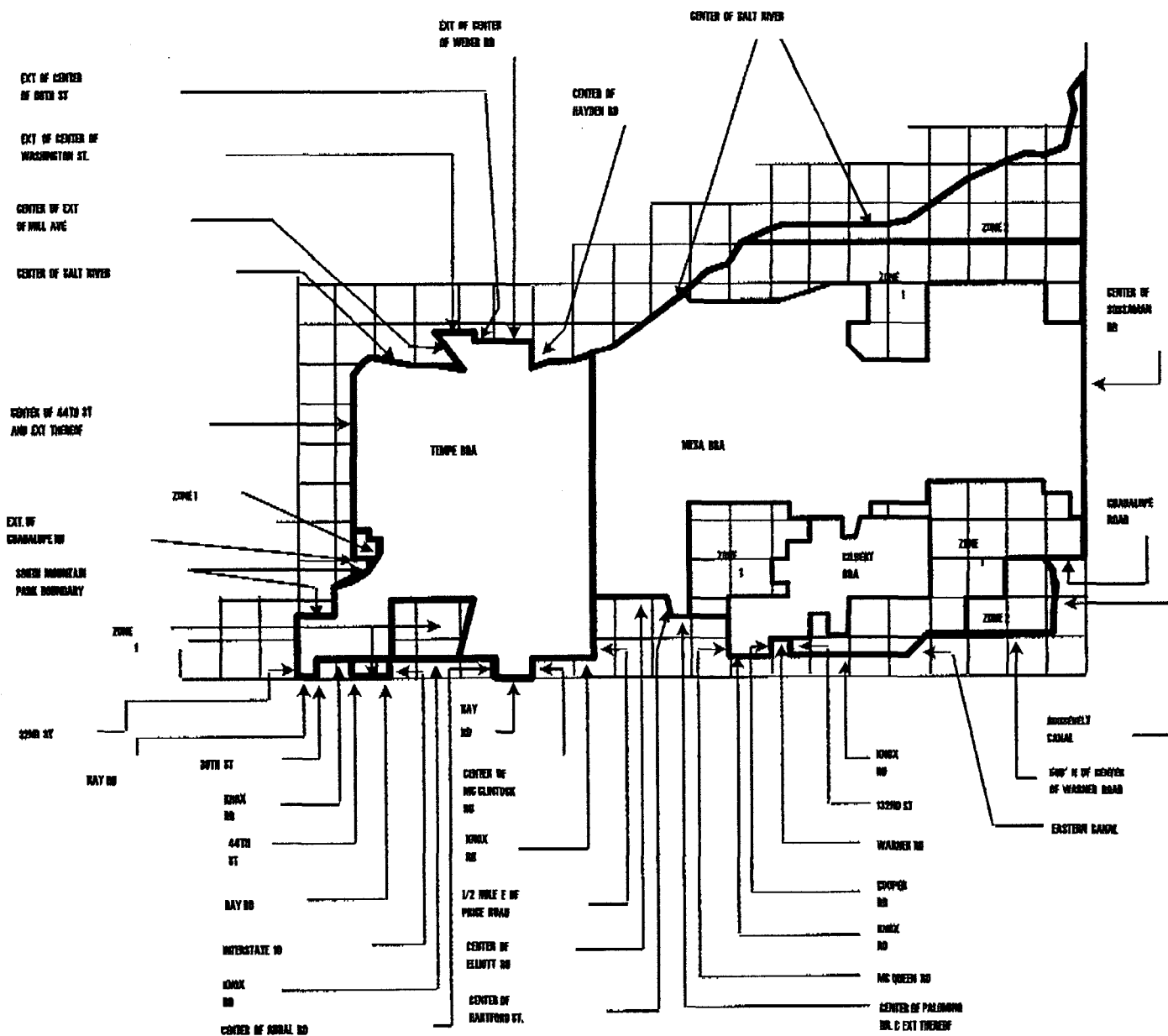
RECEIVED JULY 15, 1963

EFFECTIVE JANUARY 15, 1985

BY W.C. ALLCOTT, ARIZONA VICE PRESIDENT
3833 NORTH THIRD STREET, PHOENIX ARIZONA



Thirtieth Revised Sheet
Supersedes Thirtieth Revised Sheet



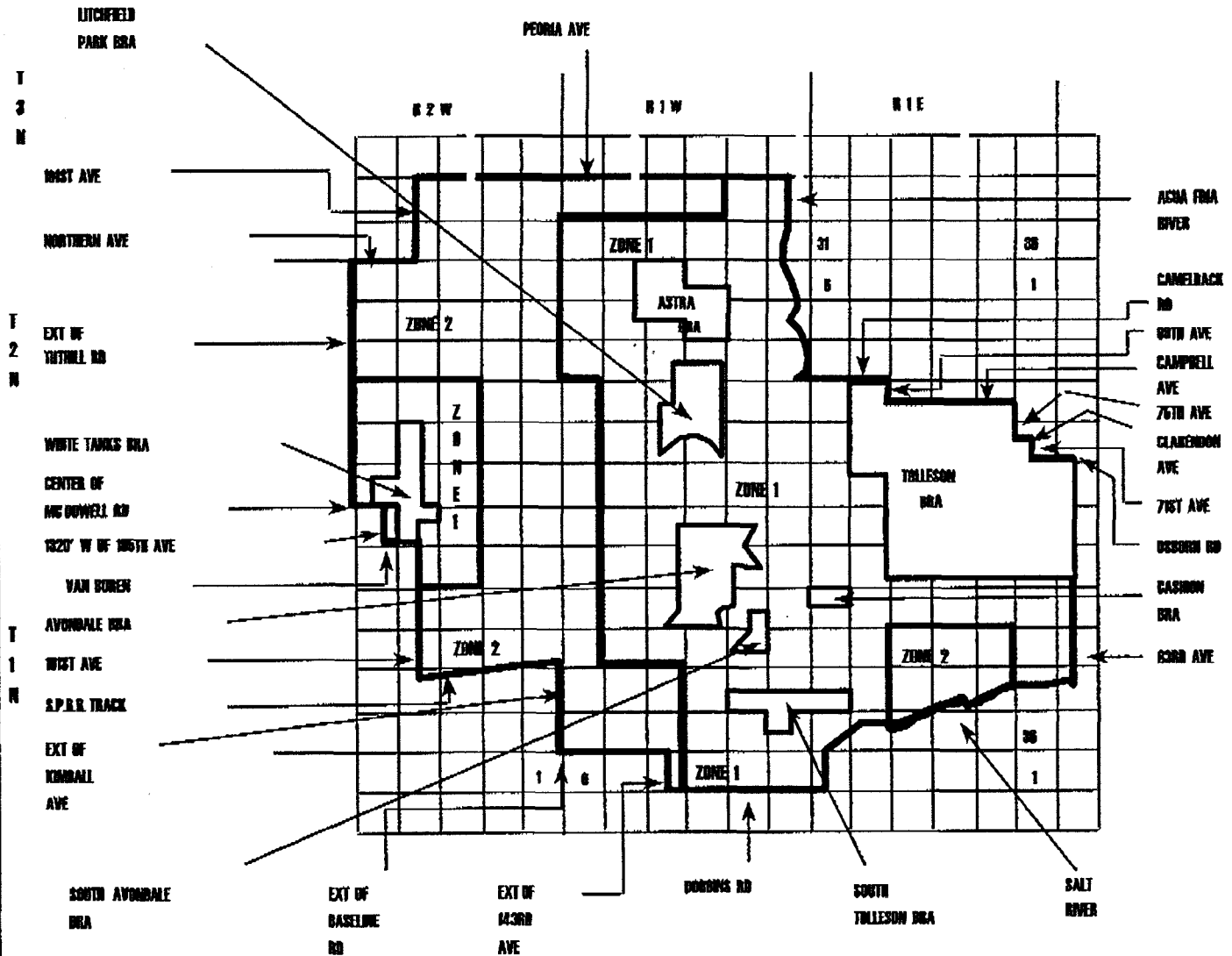
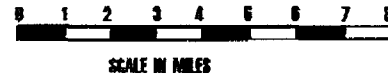
ISSUED: JULY 15, 1983

EFFECTIVE JANUARY 16, 1965

BY W. E. ALLCOTT, ARIZONA VICE PRESIDENT
2833 NORTH THIRD STREET, PHOENIX ARIZONA



Twenty-first Revised Sheet
Supersedes Twentieth Revised Sheet



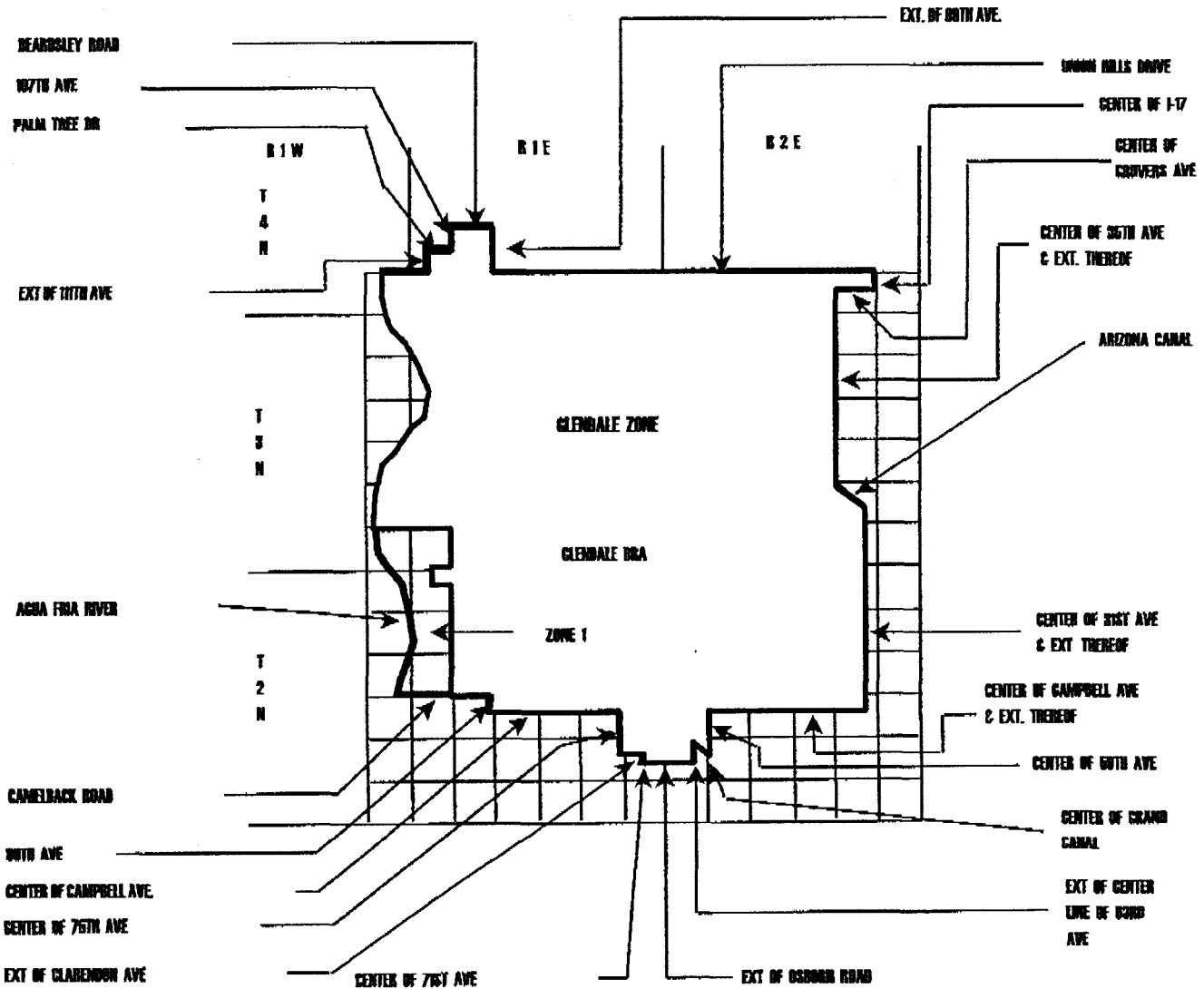
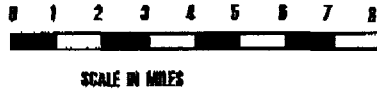
ISSUED: JULY 15, 1993

EFFECTIVE: JANUARY 18, 1995

BY W.E. ALLCOTT, ARIZONA VICE PRESIDENT
3033 NORTH THIRD STREET, PHOENIX ARIZONA



Twenty-ninth Revised Sheet
Supersedes Twenty-eighth Revised Sheet



ISSUED: JULY 16, 1983

EFFECTIVE: JANUARY 16, 1985

BY W.E. ALLCOTT, ARIZONA VICE PRESIDENT
3033 NORTH THIRD STREET, PHOENIX ARIZONA

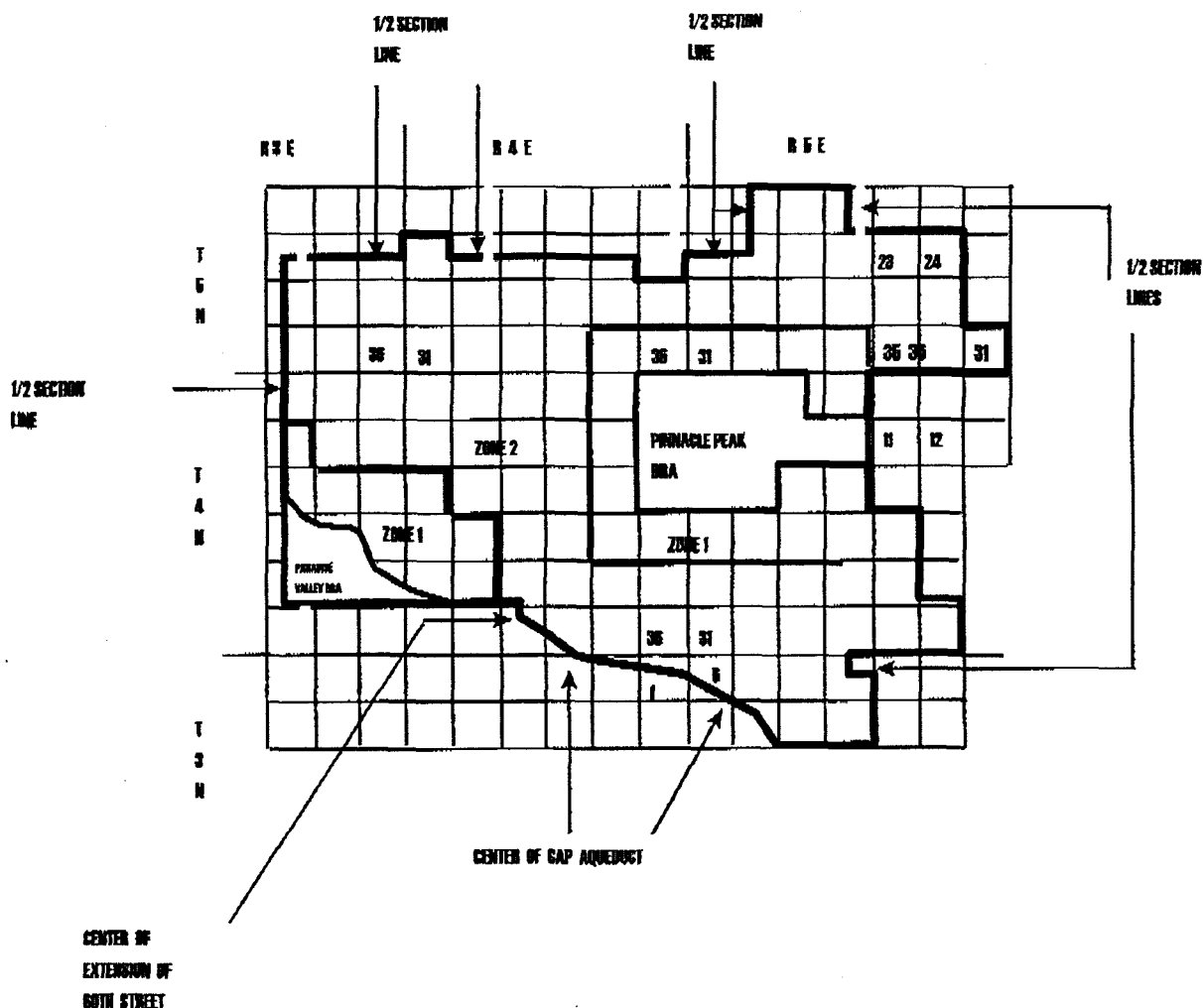


EFFECTIVE JANUARY 25, 1986

BY W.E. ALLCOTT, ARIZONA VICE PRESIDENT
3033 NORTH THIRD STREET, PHOENIX ARIZONA



Twelfth Revised Sheet
Supersedes Eleventh Revised Sheet



ISSUED: JULY 16, 1993

EFFECTIVE: JANUARY 10, 1995

Revised 11/15/95

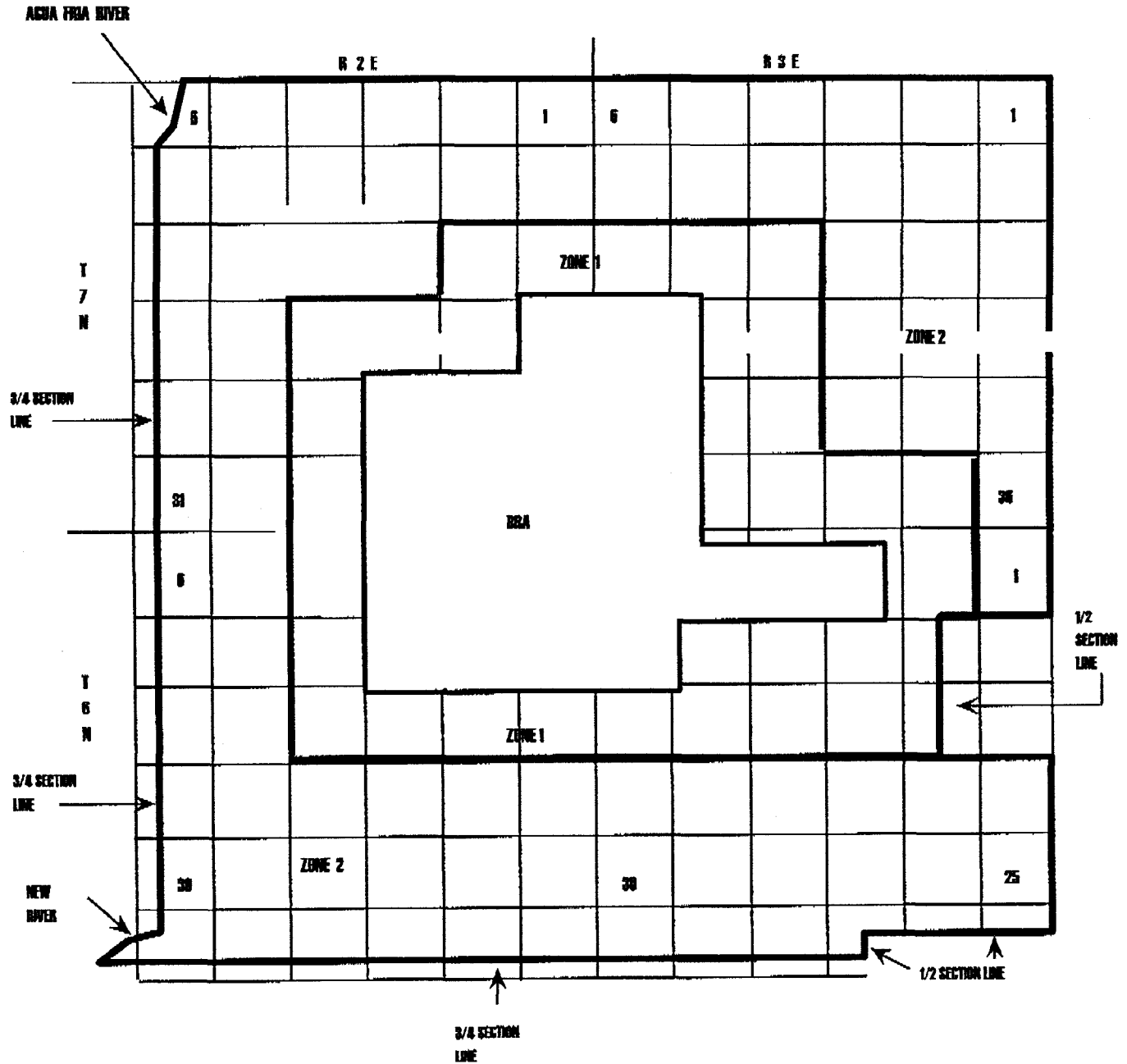
BY W.C. ALLCOTT, ARIZONA VICE PRESIDENT
3893 NORTH THIRD STREET, PHOENIX ARIZONA



Fifth Revised Sheet
Supersedes Fourth Revised Sheet



SCALE IN MILES



ISSUED: JULY 16, 1993

EFFECTIVE: JANUARY 18, 1995

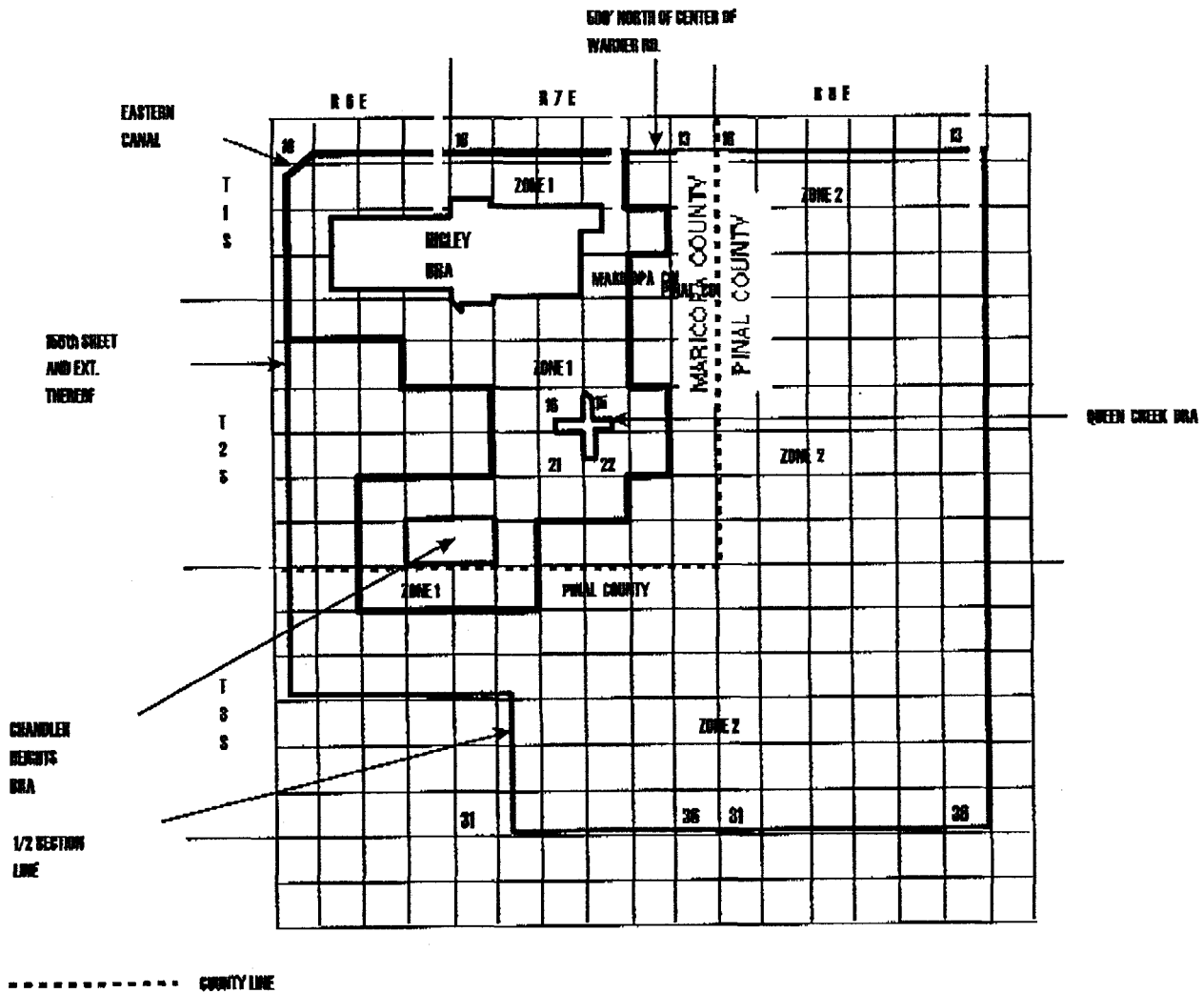
Revised 7/18/98

BY W.E. ALLCOTT, ARIZONA VICE PRESIDENT
3033 NORTH THIRD STREET, PHOENIX ARIZONA

MELEY, ARIZONA
EXCHANGE AREA



Tenth Revised Sheet
Supersedes Ninth Revised Sheet



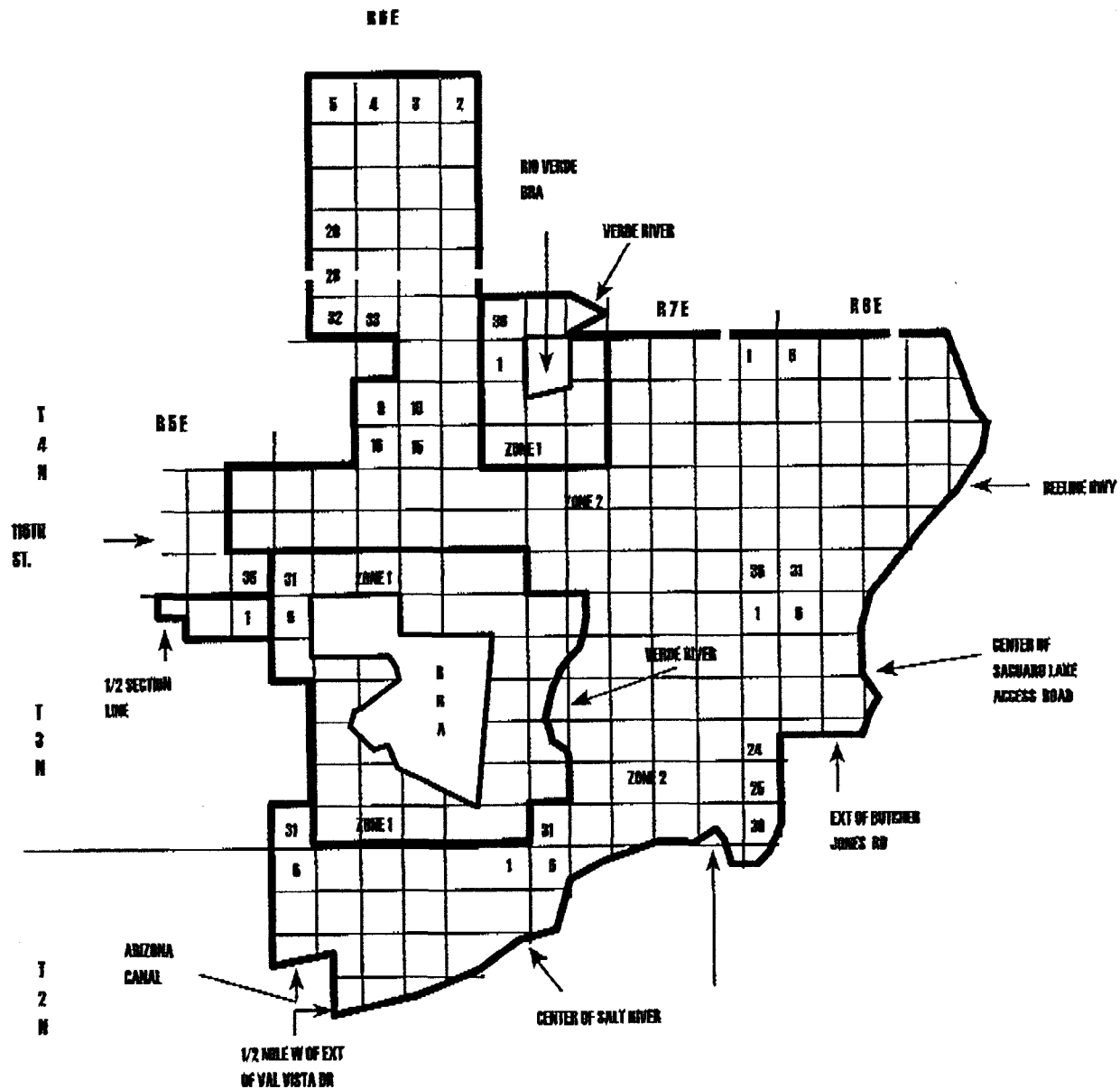
ISSUED: JULY 15, 1983

EFFECTIVE: JANUARY 10, 1985

BY W.S. ALLCOTT, ARIZONA VICE PRESIDENT
3033 NORTH THIRD STREET, PHOENIX ARIZONA



Fifth Revised Sheet
Supersedes Fourth Revised Sheet

SCALE IN MILES

ISSUED: JULY 15, 1963

EFFECTIVE: JANUARY 05, 1995

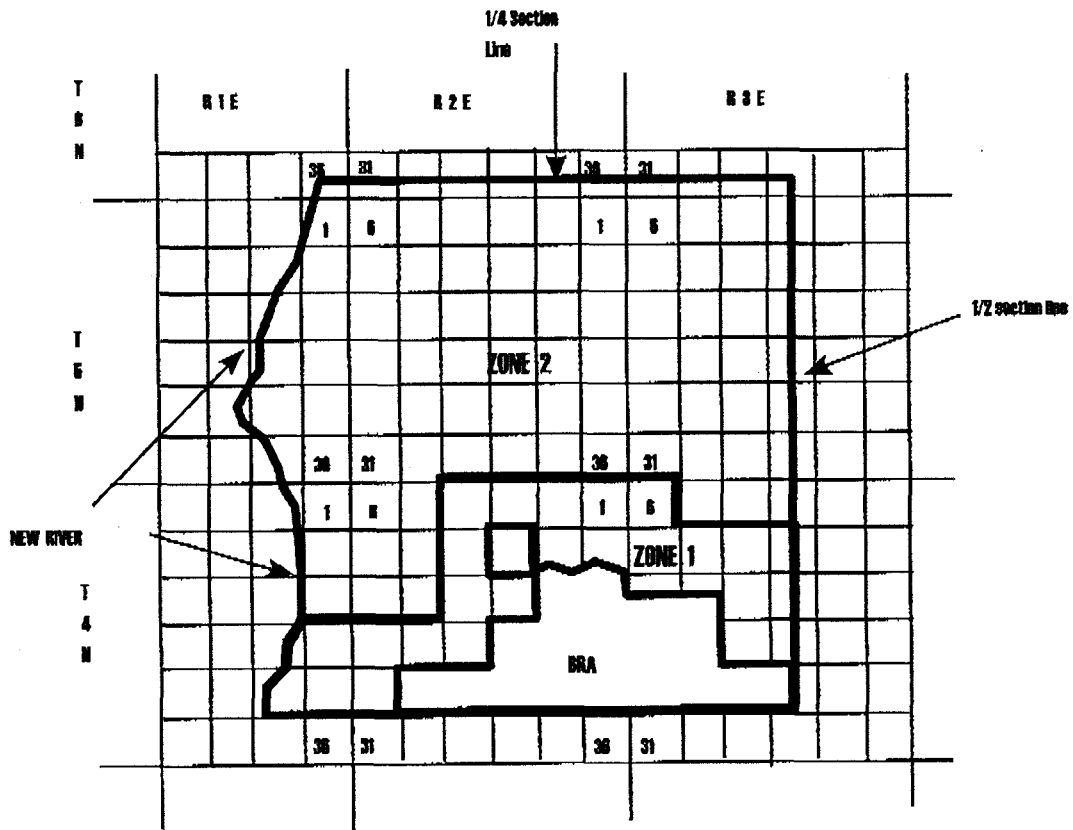
BY W.E. ALLCOTT, ARIZONA VICE PRESIDENT

Revised 11/13/88

3033 NORTH THIRD STREET, PHOENIX ARIZONA



Seventh Revised Sheet
Supersedes Sixth Revised Sheet



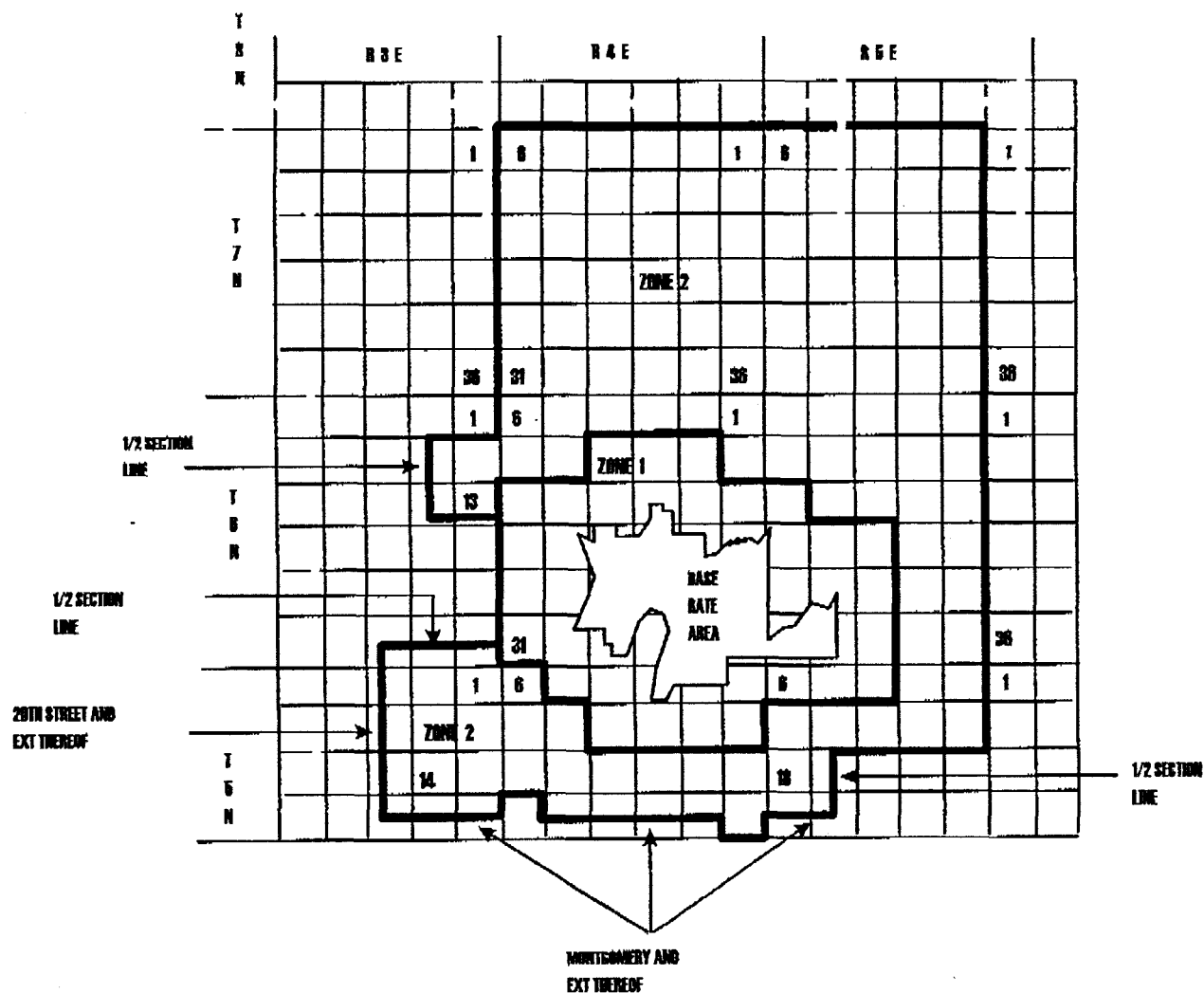
ISSUED: JULY 16, 1993

EFFECTIVE: JANUARY 18, 1995

BY W.E. ALLCOTT, ARIZONA VICE PRESIDENT
3033 NORTH THIRD STREET, PHOENIX ARIZONA



Eighth Revised Sheet
Supersedes Seventh Revised Sheet



ISSUED: JULY 15, 1983

EFFECTIVE: JANUARY 18, 1985

Revised 7/10/88

BY W.R. ALLEOTT, ARIZONA VICE PRESIDENT
3033 NORTH THIRD STREET, PHOENIX ARIZONA

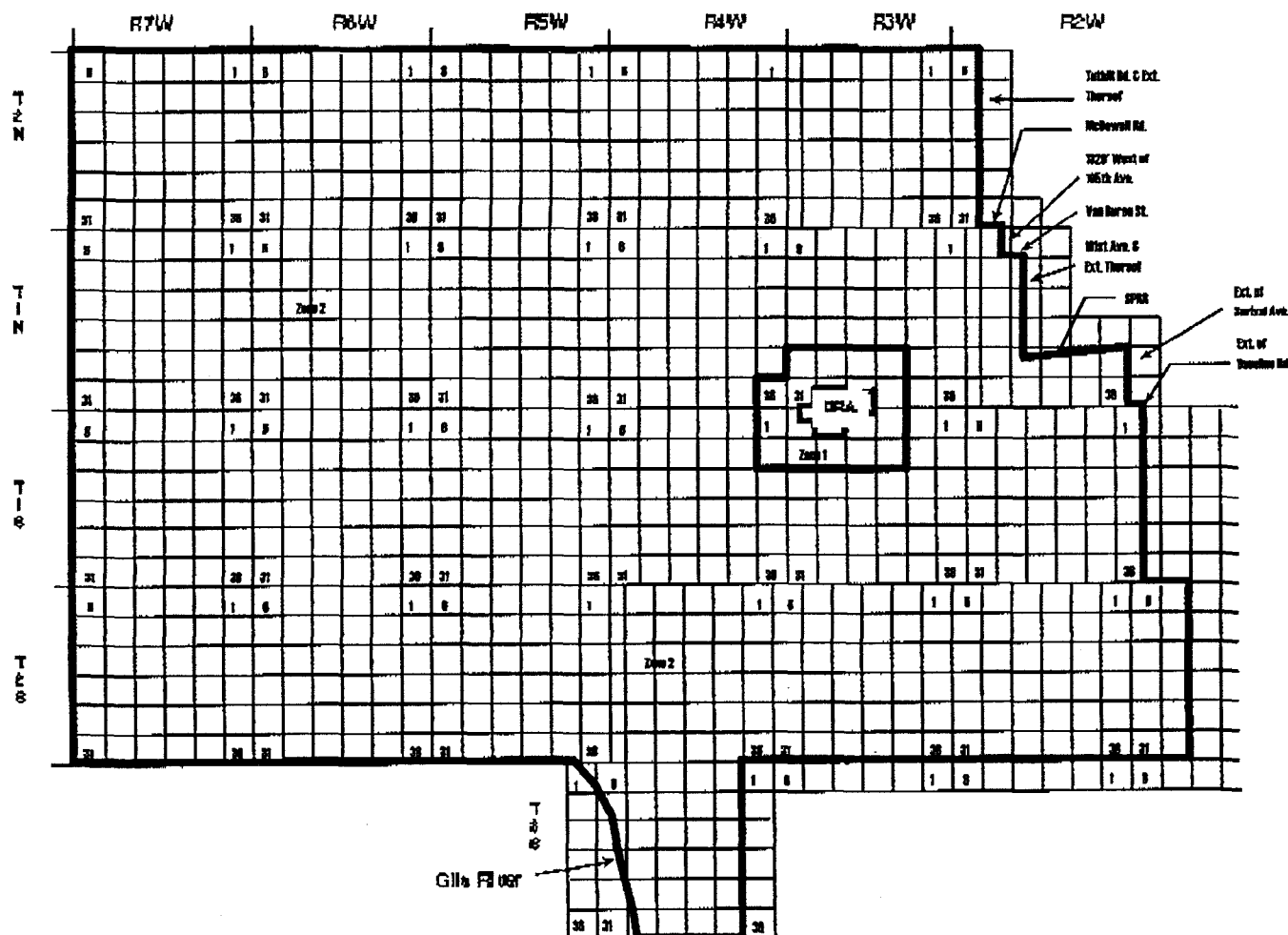


Thirteenth Revised Sheet
Supersedes Twelfth Revised Sheet

0 0 1 2 3 4 5 6 7 8



SCALE IN MILES



ISSUED: JULY 16, 1993

EFFECTIVE: JANUARY 16, 1995

BY W.E. ALLCOTT, ARIZONA VICE PRESIDENT
3033 NORTH THIRD STREET, PHOENIX ARIZONA

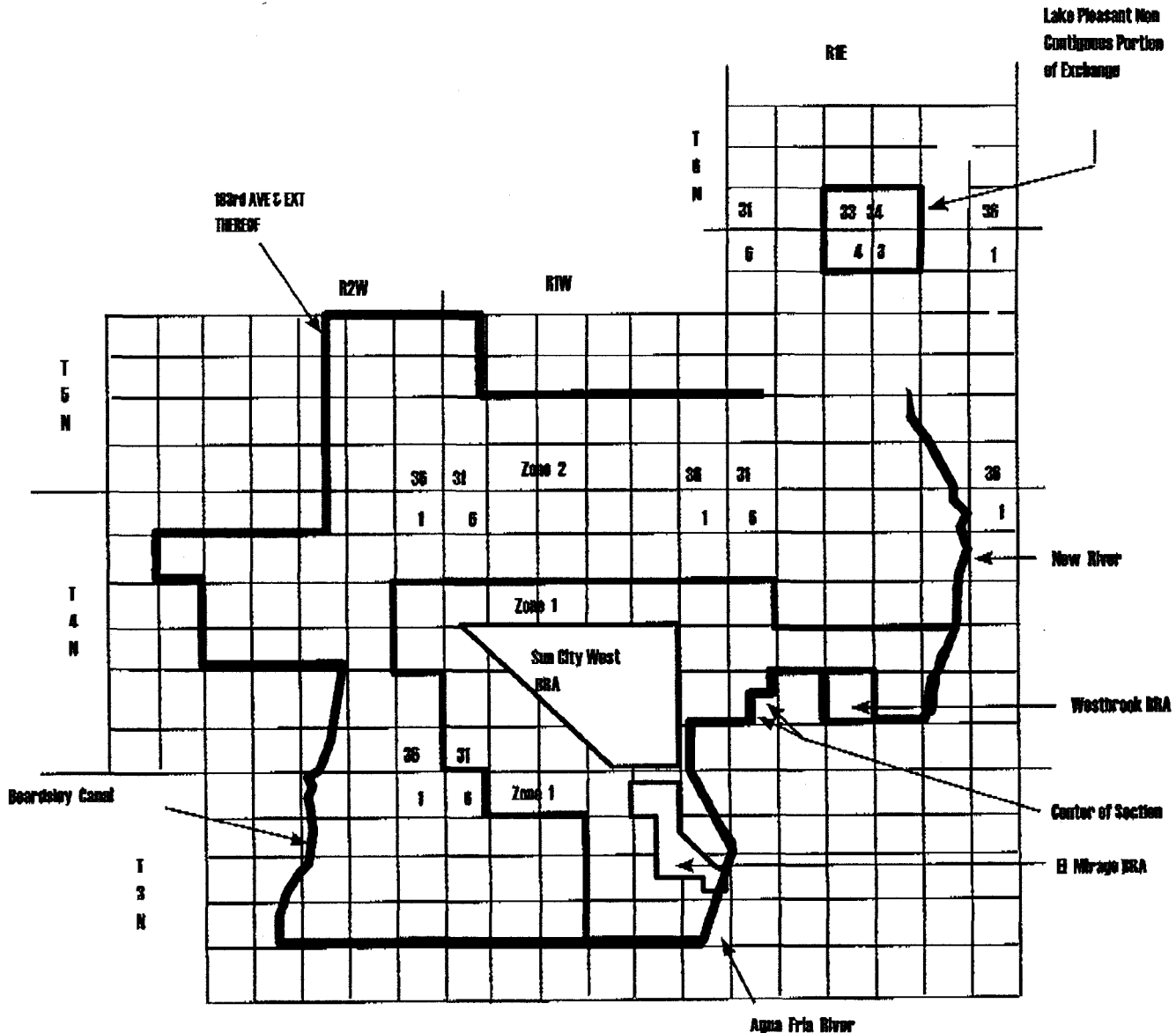
U S WEST COMMUNICATIONS

AGUA FRIA, ARIZONA
EXCHANGE AREA

Twelfth Revised Sheet
Supersedes Eleventh Revised Sheet



Scale in Miles



ISSUED: November 10, 1995

EFFECTIVE: March 10, 1997

Revised 7/10/98

BY W.G. ALLCOTT, ARIZONA VICE PRESIDENT
3833 NORTH THIRD STREET, PHOENIX ARIZONA

Scindo Networks Inc.
Balance Sheet
As of November 30, 2000

	<u>Nov 30, 00</u>
ASSETS	
Current Assets	
Checking/Savings	
Wells Fargo Checking	<u>1,182,818.29</u>
Total Checking/Savings	1,182,818.29
Other Current Assets	
Deposits	<u>13,200.00</u>
Total Other Current Assets	<u>13,200.00</u>
Total Current Assets	1,196,018.29
Fixed Assets	
Office Equipment	<u>22,782.32</u>
Total Fixed Assets	<u>22,782.32</u>
TOTAL ASSETS	<u>1,218,800.61</u>
LIABILITIES & EQUITY	
Equity	
Additional Paid-In Capital	1,580,182.06
Common Stock	1,866.94
Net Income	<u>-363,248.39</u>
Total Equity	<u>1,218,800.61</u>
TOTAL LIABILITIES & EQUITY	<u>1,218,800.61</u>

ATTACHMENT C

CERTIFICATE OF INCORPORATION
OF
SCINDO NETWORKS INC.

FIRST. The name of the corporation is Scindo Networks Inc.

SECOND. The address of the corporation's registered office is 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The name of its registered agent in the County of New Castle is the Corporation Trust Company.

THIRD.(a) The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware (the "Delaware Code").

(b) In furtherance of the foregoing purposes, the corporation shall have and may exercise all of the rights, powers and privileges granted by the Delaware Code. In addition, it may do everything necessary, suitable and proper for the accomplishment of any of its corporate purposes.

FOURTH. The total number of shares that the corporation shall have the authority to issue is 22,000,000 consisting of 20,000,000 shares of common stock, with each share having a par value of \$.0001, and 2,000,000 shares of preferred stock, with each share having a par value of \$.0001.

The board of directors is hereby expressly authorized, by resolution or resolutions, to provide, out of the unissued shares of preferred stock, for the issuance of one or more series of preferred stock, with such voting powers, if any, and with such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be expressed in the resolution or resolutions providing for the issuance thereof adopted by the board of directors, including, without limiting the generality of the foregoing, the following:

(a) the designation of such series, the number of shares to constitute such series and the stated value thereof if different from the par value thereof;

(b) whether the shares of such series shall have voting rights, in addition to any voting rights provided by law, and, if so, the terms of such voting rights, which may be general or limited;

(c) the dividends, if any, payable on such series, whether any such dividends shall be cumulative, and, if so, from what dates, the conditions and dates upon which such dividends shall be payable, the preferences or relation which such dividends shall bear to the dividends payable on any shares of stock of any other class or any other series of this class;

(d) whether the shares of such series shall be subject to redemption by the corporation, and, if so, the times, prices and other terms and conditions of such redemption;

(e) the amount or amounts payable upon shares of such series upon, and the rights of the holders of such series in, the voluntary or involuntary liquidation, dissolution or winding up, or upon any distribution of the assets, of the corporation;

(f) whether the shares of such series shall be subject to the operation of a retirement or sinking fund and, if so, the extent to and manner in which any such retirement or sinking fund shall be applied to the purchase or redemption of the shares of such series for retirement or other corporate purposes and the terms and provisions relative to the operation thereof;

(g) whether the shares of such series shall be convertible into, or exchangeable for, shares of stock of any other class or classes or of any other series of this class or any other class or classes of capital stock and, if so, the price or prices or the rate or rates of conversion or exchange and the method, if any, of adjusting the same, and any other terms and conditions of such conversion or exchange;

(h) the limitations and restrictions, if any, to be effective while any shares of such series are outstanding upon the payment of dividends or the making of other distributions on, and upon the purchase, redemption or other acquisition by the corporation of, the common stock or shares of stock of any other class or any other series of this class; and

(i) the conditions or restrictions, if any, upon the creation of indebtedness of the corporation or upon the issue of any additional stock, including additional shares of such series or of any other series of this class or of any other class or classes.

The powers, preferences and relative, participating, optional and other special rights of each series of preferred stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding. All shares of any one series of preferred stock shall be identical in all respects with all other shares of such series, except that shares of any one series issued at different times may differ as to the dates from which dividends thereon shall be cumulative.

FIFTH. The corporation is to have perpetual existence.

SIXTH. The name and address of the incorporator is:

Alan L. Talesnick
1660 Lincoln Street
Suite 1900
Denver, Colorado 80264

SEVENTH. The number of directors of the corporation shall be fixed by the bylaws.

EIGHTH. Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or any creditor or stockholder thereof or on the application of any

receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

NINTH. Each stockholder of record shall have one vote for each share of stock standing in his or her name on the books of the corporation and entitled to vote, except that in the election of directors he or she shall have the right to vote such number of shares for as many persons as there are directors to be elected. Cumulative voting shall not be allowed in the election of directors or for any other purpose.

TENTH. No stockholder of the corporation shall have any preemptive or similar right to acquire any additional unissued or treasury shares of stock or other securities of any class, or rights, warrants or options to purchase stock or scrip, or securities of any kind convertible into stock or carrying stock purchase warrants or privileges.

ELEVENTH. Elections of directors need not be by written ballot unless the bylaws of the corporation so provide.

TWELFTH. The Board Of Directors of the corporation is expressly authorized to adopt, amend, or repeal the bylaws of the corporation.

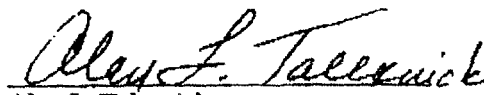
THIRTEENTH. The following provisions are inserted for the management of the business and for the conduct of the affairs of the corporation, and the same are in furtherance of and not in limitation of the powers conferred by law:

No contract or other transaction of the corporation with any other persons, firm or corporation in which this corporation is interested, shall be affected or invalidated by the fact that any one or more of the directors or officers of this corporation, individually or jointly with others, may be a party to or may be interested in any such contract or transaction so long as the contract or other transaction is approved by the Board Of Directors in accordance with the Delaware Code. Each person who may become a director or officer of the corporation is hereby relieved from any liability that might otherwise arise by reason of his contracting with the corporation for the benefit of himself or any firm or corporation in which he may be in any way interested.

FOURTEENTH. The personal liability of each director of the corporation shall be eliminated and limited to the full extent permitted by the laws of the State of Delaware, including without limitation as permitted by the provisions of Section 102(b)(7) of the Delaware Code and any successor provision, as amended.

FIFTEENTH. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.


Dated this 6th day of September, 2000.


Alan L. Talesnick
Incorporator

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

Before me, Mary F. Hope, a Notary Public of the State of Colorado, on the 6th day of September 2000, personally appeared Alan L. Talesnick, to me known and known to be the person who signed the foregoing certificate of incorporation, who being duly sworn, acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed, and that the facts stated therein are true.




Notary Public

My commission expires: 2-29-04
